

IN THE WESTMINSTER LICENSING SUB COMMITTEE

DEVINE RESTAURANTS LTD (Applicant)

MONDREALM LTD (Applicant)

And

SIMON WARR (Objector)

SUBMISSIONS ON BEHALF OF SIMON WARR

Introduction.

1. These submissions are lodged on behalf of Simon Warr in support of his objections to
 - a) An application to renew an SEV Licence in respect of premises known as Sophisticats situate at 3 – 7 Brewer St, London W1F ORD. This application to renew is formally made by Devine Restaurants Ltd (subsequently transferred to John McKeown Clubs Ltd) on behalf of Sophisticats.
 - b) An application to renew an SEV Licence in respect of premises known as Sophisticats situate at 77 Welbeck Street, London, W1G 9BN. This application to renew is formally made by Mondrealm Ltd (subsequently transferred to John McKeown Clubs Ltd) on behalf of Sophisticats.

2. Mr Warr's objections are advanced under s.12(3)(a) of Schedule 3 of the *Local Government (Miscellaneous Provisions) Act 1982*; it is contended that the applicant is unsuitable to hold the Licence by virtue of conduct that is either criminal in nature, or at the very least divorced from the expectations and obligations imposed upon licence holders.

3. In these circumstances Mr Warr submits that The Westminster City Council (WCC) should exercise their judgement against the application to renew the SEV Licences.

Materials.

4. Mr Warr has previously made available a bundle of documents. For ease of reference and to assist in navigation we have sought to organise, tabulate and paginate that bundle. Should time permit, we have indicated what we consider to be essential pre – reading. This re formatted bundle is indexed as particularised below:

(material to be referred to at the hearing specifically is marked with an asterisk below and is essential pre-reading)

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Relevant Background.

5. On 26th February 2019, the renewal applications came before the WCC Licencing Sub – Committee for hearing. At that time WCC had received objections from Mr Warr that, it was conceded, were submitted out of time. The Sub Committee determined that the late objection ‘did raise several serious issues and it would therefore not be appropriate to exclude it’. The late objections to both renewal applications were therefore accepted.

6. Mr Warr owns a business ‘Platinum Lace’ (PL) in respect of which there had been objections to the renewal of the SEV Licence on three separate occasions over a 4 year period. These objections were a cause of great concern to Mr Warr. This caused Mr Warr to review the nature of objections to his applications to renew his SEV Licence

going back to 2015. This review led Mr Warr to the belief that it was at least possible that PL was subject to a concerted and sustained attack on its business prospects. Moreover, Mr Warr questioned whether such an attack could have been perpetrated by the same individuals over such a long period of time. It was in these circumstances that Mr Warr instructed Tony Nash, an investigative consultant, to research and garner evidence of the facts surrounding the objections that PL had hitherto been met with. This investigation by Mr Nash began on an open footing without any individual/organisation specifically targeted although Mr Warr had by then received information that he may be the victim of a concerted campaign by Sophisticats.

7. Mr Nash was instructed by Mr Warr in the latter part of 2018 and has provided witness statements and exhibits [Tab 3, 98-281; Tab 4, 282-290; Tab 5, 291-295] Consequent to his instruction, Mr Nash conducted numerous inquiries and secured evidence from various sources. Although these areas of evidence appeared at first to be disparate, Mr Nash's conclusions as expressed in his statement of 30th December 2018 [Tab 3, 98-281] make plain that, in truth, there is a single theme that threads its way through the factual matrix. That theme is the pernicious involvement of [REDACTED] and [REDACTED] (directors/owners of Sophisticats) in the attempted manipulation of WCC, and in the subjugation of other businesses so as to benefit their own. The whole tenor of Mr Nash's findings is to the effect that, as a cynical commercial decision, [REDACTED] and [REDACTED] relentlessly sought to illegally manipulate the market conditions within their trading sector, and sought to illegally utilise WCC in order to achieve that end. The evidence demonstrates that PL was not the sole target of their nefarious plans; there is mention of Stringfellows as well as The Windmill in evidence secured by Mr Nash,

making clear that the illegal plans pursued by [REDACTED] and [REDACTED] were intended to target key companies within their sector.

8. By way of background, it is of some importance to note that Mr Warr does not personally know either [REDACTED]. His objections to the renewal of the SEV Licence are not, therefore, personalised or predicated upon any undisclosed agenda of his own.

9. As part of a separate and unrelated investigation Mr Nash came to meet [REDACTED]. [REDACTED] was at that time in the midst of an acrimonious divorce. As part of this unrelated inquiry, and by sheer coincidence, it emerged that [REDACTED] was in possession of information that was of relevance to the inquiry that Mr Nash was separately conducting on behalf of Mr Warr. This contact proved to be the catalyst underpinning the conclusions eventually determined by Mr Nash. This is because [REDACTED] [REDACTED] disclosed emails and SMS messages between her husband and various others that make crystal clear the intentions of those behind Sophisticats. It is important to note at this point, that the material relied upon by Mr Warr does not emanate from [REDACTED] [REDACTED] herself. On the contrary, [REDACTED] was merely the mechanism through which material generated by [REDACTED] was revealed to Mr Nash. This material was created entirely independently of [REDACTED], and it would therefore be misconceived to regard her divorce as having any impact upon the weight to be attached to that material. Moreover, it is important to note that it is by sheer contingent chance that this material ever came to the attention of Mr Warr, it being disclosed during an unrelated investigation. It was as a result of the unequivocal nature of the evidence disclosed by [REDACTED] that Mr Warr realised that the behaviour of [REDACTED] was of

a far wider consequence than their intention to prejudice his business. Indeed the shocking revelation of the sinister nature of the plans clearly being put into motion by [REDACTED] and, importantly, the manipulation of WCC in those plans, was something that Mr Warr could never have anticipated. [REDACTED] has provided a witness statement [Tab 3, 106-113]

10. Additional and separate to the above, Mr Warr came to hear of the possibility that [REDACTED] were involved in cyber crime, by using illegal malware to hijack non related innocent internet domains to boost their own profile rating. This activity, if true, would have had an effect on the PL business. Consequently Mr Nash was instructed to include an investigation into this matter as part of his remit. His conclusions are expressed in his first and third witness statements, this third statement being simply a summary of the conclusions expressed in his earlier documents. In short, this criminal allegation has been referred to the Cyber Crime Unit of the Metropolitan Police and is currently an active criminal investigation (crime reference [REDACTED]) into [REDACTED] as suspects [Tab3, 104 para 45-49 and Exhibit TN8, 225-281; Tab 5, 292 para 2]

11. Mr Warr is acutely concerned to impress upon WCC that his objection (and his pursuit thereof) is driven not only by what he perceives the applicants have done in an attempt to damage his business, but by a consideration of the damage such conduct does to his industry sector as a whole, and to the regard in which WCC is held by those dependent upon its judgements. Mr Warr does not consider it hyperbole to say that the conduct of the applicants is of a type that undermines the whole integrity of the WCC licencing regime. Indeed, evidence supporting the assertion that [REDACTED] had

embarked upon a wholesale clandestine attack on their competitors can be seen by the fact that Sophisticats had designs to collapse The Windmill, Stringfellows and PL. This was to be achieved, it seems, by manipulating the WCC and the licencing regime. It is uncontroversial that these three businesses represent a triumvirate in their industry sector.

The objections.

12. Mr Warr asserts that in accordance with s.12(3)(a) those behind Sophisticats are not fit and proper individuals to hold a SEV Licence. It is submitted that evidence has been uncovered that reveals a concerted and sophisticated attempt to manipulate WCC. More, the evidence reveals that the applicants were prepared to involve and utilise national institutions in bringing about their objectives. This was not just a nefarious attempt to get an advantage on competition restricted to the confines of Soho. On the contrary, viewed in its true light, this illegal behaviour sought to utilise national reporting to secure its criminal advantage. In a similar fashion, the ‘cyber hacking’ of innocent web domains demonstrates a willingness to compromise entities far beyond the borders of WCC in achieving the desired goals.

13. Mr Warr submits that his objection should be considered as being one of the most extreme revelations made to any Licencing Authority anywhere under s.12(3)(a). It is clear from the minutes of the hearing of 26th February 2019 that the Sub Committee appreciated that serious issues had been raised, and that the gravity of the allegations were at least in part a reason for the decision to admit them. Mr Warr understands that there is a responsibility upon an individual making such objections and does not do so unadvisedly. Indeed Mr Warr has confined himself to submissions predicated upon

strong evidence as to impropriety regardless of the broad basis upon which WCC are prepared to receive submissions. Additionally, WCC will already have taken note of the fact that Mr Warr has waived his right to anonymity.

14. The investigation conducted by Mr Nash reveals a convoluted but consistent history as to the actions and behaviour of [REDACTED]. It is because this evidential history is extended in nature that, at counsel's behest, Mr Nash has prepared a third statement, the purpose of which is to summarise the ambit of his evidential findings. For the purposes of these submissions it would not be helpful to recite the content of Mr Nash's witness statements. Instead, it is submitted that there are a number of putative objections that can be predicated upon this evidence and these can be categorised as (1) those amounting to criminal behaviour and, (2) other conduct that would invoke s.12(3)(a).

15. Those objections that may amount to criminal conduct, if proved, are as follows:

- (1) Conspiracy to pervert the course of justice (*per* 12/12/15 fabrication of evidence against PL) eg **Tab 3, 114-125**
- (2) Conspiracy to manipulate the licencing process. eg **Tab 2, 94-95; Tab 3, 221-222; Tab 3, 114-125; Tab 3, 223-224 and all statements at Tab2, Tab3, Tab4 and Tab5**
- (3) Conspiracy to obtain a pecuniary advantage over competitors. eg **Tab 2, 52-74; Tab 3, 114-125; Tab 3, 223-224**
- (4) Coercion of individuals in pursuance of an offence. eg **Tab 2, 94-95; Tab 3, 221-222; Tab 3, 114-125; Tab 3, 223-224**

- (5) Conspiracy to illegally undermine the licence status of PL. eg **Tab 2, 94-95; Tab 3, 221-222; Tab 3, 114-125; Tab 3, 223-224**
- (6) Conspiracy to knowingly mislead WCC enforcement by the submission of ‘doctored’ evidence. eg **Tab 2, 94-95; Tab 3, 221-222; Tab 3, 114-125; Tab 3, 223-224**
- (7) Conspiracy to obtain a pecuniary advantage by deception (separate to (3) above). eg **Tab 2, 52-74; Tab 3, 114-125; Tab 3, 223-224**
- (8) Fraudulent submission of objection to PL SEV renewal – the PL objection (2018) is in exact terminology as that expressed in an earlier objection to The Windmill, and is clearly an exercise in ‘cut and paste’ without any legitimate cause. eg **Tab 2, 81-83; Tab 2, 84-93; Tab 3, 223-224**
- (9) Exposure of adult content to web users without their consent (*per* the hacking investigation). eg **Tab 3, 225-281, Tab 4, 286, Tab 5, 292**
- (10) Ongoing criminal investigation into cyber crime. eg **Tab 5, 292**

16. Those objections that amount to non – criminal conduct, but relevant to ‘fit and proper’ are as follows:

- (1) Utilisation of national press to further illicit/illegal objectives. eg **Tab 2, 52-74; Tab 3, 114-125**
- (2) Making payments to national press to secure illegal objectives. eg **Tab 3, 114-125**
- (3) Utilising national press to provoke action by WCC. eg **Tab 2, 52-74; Tab 3, 114-125**
- (4) Lodging objections/submissions to WCC as part of an illegal commercial business plan. eg **Tab 2, 81-83; Tab 2, 84-93; Tab 3, 223-224**

- (5) Recruitment of individuals to perpetrate an illegal objective. eg **Tab 3, 221-222; Tab 2, 94-95; Tab 3, 223-224**
- (6) Use of nominees to disguise ██████████ as the genesis for any of the complaints. eg **Tab 2, 94-95; Tab 3, 221-222; Tab 3, 114-125; Tab 3, 223-224**
- (7) Suborning an ex police officer ██████████ to garner evidence in circumstances where it must have been apparent that such evidence is lodged in clear breach of the standard rules of evidence pertaining to police investigations. eg **Tab 2, 81-83; Tab 2, 94-95; Tab 3, 223-224**
- (8) Causing the misuse/misappropriation of valuable WCC finances or resources pursuing false complaints requiring enforcement engagement. eg **Tab 2, Tab 3, Tab 4, Tab 5**

17. The heads of objection as pleaded in paragraphs 15 and 16 (above) are relied upon both individually and cumulatively as concerns underpinned by the evidence available to the Sub Committee. It is submitted that these concerns are relevant considerations under s.12(3)(a), the terms of which invest the Sub Committee with a wide discretion in the exercise of their judgement under that section.

18. We seek the Sub Committee's guidance as to whether they would be assisted by hearing evidence from Mr Nash given the unusual factual matrix upon which objection is made. Although Mr Nash, in his three statements, has comprehensively outlined the evidence he has uncovered and the conclusions he draws therefrom, the Sub Committee may agree that in this instance it would be apposite to hear from Mr Nash, particularly in relation to the inferences upon which his conclusions are premised. The weight given to Mr Nash's statements will invariably be considered in light of his background: 31

years service for the MPS, attaining the very senior rank of DCS/Borough Commander before retirement, and his specific policing of licenced premises. It is noted that counsel for the applicant asserted at the hearing of 26th February that Mr Warr's witness evidence contained aspersions that would be rebutted. If there is any challenge to Mr Nash's comprehensive inquiry, his collation of evidence or his conclusions, it is submitted that such challenge would most effectively be ventilated by questioning of Mr Nash. To this end, Mr Nash will be present at the application and available to assist the Sub Committee if required.

19. As stated above, it is not intended to recite the entirety of Mr Nash's witness evidence in this document. There are, however, a number of evidential matters that merit individual attention, these being matters that Mr Warr considers to be central to his objection to the applicant's SEV Licence renewals.

(1) Use of ██████████ to illegally manipulate WCC and associated criminality.

20. As part of his investigation Mr Nash uncovered an email exchange between '██████' ██████████. ██████████ appears to have held himself out as some form of consultant journalist. The content of these emails makes crystal clear that ██████████ was retained by ██████████ to put in place various contrived matters to achieve nefarious, illegal and criminal ends. It is unarguable that ██████████ was fully aware of the nature of his retainer and the reasons for it. In short, he was recruited to play his part in a conspiracy to pervert the course of justice. The disclosures particularised in the two emails from ██████████ (dated 20th December 2015 and 12th January 2016) [Tab 3, 115-125] cannot be considered anything other than a shocking insight into the sustained, determined and cynical industrial sabotage that the applicants were engaged in. It is submitted that it is patently evident that the applicants

and their co – conspirators were seeking to destroy PL as a business and were absolutely committed to manipulating WCC as the unwitting body through whom this end was to be achieved. Plainly stated, the applicants audacious plan was to actually involve WCC in their criminality. Had the applicants succeeded in doing so the consequences of a discovery of WCC’s unwitting involvement in the conspiracy would have been incalculable.

21. The volume of relevant disclosures in the two [REDACTED] emails is such that it is difficult to plead them individually, particularly because there is an inter – relationship between many of the disclosed admissions. However, it is submitted that a substantial benefit of the emails being so comprehensive and factually dense is that they, to all intents and purposes, amount to a ‘chronicle’ of the various strands being pursued by the conspirators. Moreover, the individual references to the WCC and their intentions in respect of this Council, when considered together do not allow for any sensible interpretation other than that which we have advanced.

22. With the leave of the Sub Committee our intention is to discuss the contents of these two emails at the hearing, whilst highlighting relevant passages for comment. Mr Warr submits that a detailed analysis of the emails reveals an attempt to subvert the whole regulatory process and to unfairly manipulate the market to the applicant’s benefit. Such a manipulation would have a disproportionate effect in a specialised sector with a limited number of businesses obtaining the requisite licences to trade. Moreover, this manipulation of the market prejudices free and competitive trade and positively discourages new entrants to the sector.

23. It is evident from the characterisation of the activity detailed in the emails that the actions of the appellant in seeking to destroy Mr Warr's business was only ever considered a 'business decision'. There are many references to this true agenda in submitting objections to WCC – for instance and by way of example only: it having to 'add up business wise', getting 'optimum results wanted', 'costing too much from a business sense'. That there was not an iota of honesty or integrity behind the applicant's besmirching of PL through multiple objections to their annual licence renewal is revealed by ██████████ categorisation of the conspiracy. On p.2 of the 12th January email he says 'It was the final part of *this project* that was tricky....this was where the magic came in to play and ...where they would earn their money'. On what possible construction could the lodging of an objection to PL's licence be considered a 'project'? Indeed, it is axiomatic that ██████████ description of their activities represents exactly what, in truth, they were; a covert project to destroy other businesses in their sector and to criminally utilise WCC in order to do so.

24. A very revealing window on the extent of the criminality and deceit employed by the conspirators can be seen on p.4 of the January email. ██████████ states that 'Out of the realms of fantasy though, in the end, three of them did pull it off'. Never were truer words spoken. It is submitted that this fantasy was intended to have very harsh, real world consequences. This council was the target vehicle through which the applicants intended to execute their competition. Similarly, on p.5 of the same email ██████████ states 'What I would say is that for what you have achieved re PL, *and from a starting point of Ground Zero, is immense.*' In other words, at the outset, the applicants had nothing on PL about which to complain to WCC.

25. However, in the context of the applicants seeking to apply for renewal, surely the most egregious sentence in the January email is that immediately following the last quoted passage above (para 24). [REDACTED] states ‘**And in the future you/we may need to call on these people again....**’. This is undoubtedly a reference to the individuals at national newspapers who would be prepared to approach WCC with false evidence having been paid for that deception – this being canvassed in exhaustive detail in both emails. In our submission, this statement of future intent must cause the Sub Committee the gravest misgivings as to whether there could be any circumstances in which it would be appropriate to renew a SEV licence to individuals such as these. Indeed, if the Sub Committee do consider renewing the applicants licence this consideration will be in face of the clearest indication as to the purposes to which that licence will be put.

26. Of very serious concern is the fact that attacks on the integrity of this Council, by manipulating the governance of this industry sector are revealed in the emails to potentially come from so many dishonest and/or criminal sources. We submit that there is no way that WCC could effectively guard against such approaches. For instance, in the emails there are proposals to utilise three national newspapers to lodge complaints and galvanise WCC; there are proposals that [REDACTED] should do this themselves; there are proposals that suborned dancers, investigators, ex police officers and journalists could join the conspiracy. On p.4 of the December email [REDACTED] states ‘I have got a freelance journalist on board who will go to CC and also put together a little story for them etc’.

27. It is respectfully submitted that on the basis of the material contained within these emails alone, the Sub Committee can confidently conclude that the applicants are not fit and proper individuals to hold a SEV Licence.

(2) Cyber crime and internet domain hacking.

28. This activity is currently an ongoing and active criminal investigation being conducted by the Cyber Crime Unit of the Metropolitan Police. Mr Nash confirmed with that department on 12th March 2019 that [REDACTED] are among the suspects about whom the police are collating evidence [Tab 5, 292]. Mr Nash explains the extent of the evidence he has garnered himself at paragraph 45ff of his first statement [Tab 3, 45-49].

29. It is accepted that this criminal investigation is presently ongoing and that neither [REDACTED] have been charged much less convicted to the criminal standard of proof. However, the exacting standard of proof in criminal courts has no application in the instant proceedings. It is respectfully submitted that the Sub Committee would wish to be circumspect in satisfying themselves that SEV Licences are only granted to those deemed fit and proper to be awarded the same. In his book *Sex Licencing* Philip Kolvin QC (at p.3 para 1.10) comments that ‘The ability of licensing authorities to weed out and exclude rogue operators...means that premises for which licences are granted will be run by the right people to the right standards’. This commentary is respectfully commended to the Sub Committee as reflecting the powers granted to a licencing authority entrusted with driving the policy objectives of the legislation. Consequently it is submitted that in the event the Sub Committee determines that there are realistic and extant concerns about the character and integrity of the applicants, these concerns should vitiate against any possible risk to others in the grant of a SEV Licence. In the circumstances of the current criminal investigation into [REDACTED], a relevant consideration is the fact that the cyber hacking malware potentially exposes individuals

to adult content without their informed consent. (The Council has already shown, through its SEV standard conditions, its concern in this regard, with restrictions being imposed on advertising, signage and external marketing of SEV premises). Children too are vulnerable to seeing adult sexual content, an issue that may be of considerable concern to the Sub Committee. In our respectful submission, *any* risk that the granting of this renewal application might result in children being exposed to sexualised content is not an acceptable prospect. Moreover, we submit that there are no conditions that could be attached to a renewed licence that could obviate such a risk. This is particularly so because the very nature of the hacking is designed to be undetected.

(3) Targeting of PL by the applicants

30. The objections lodged against PL's applications to renew their SEV Licence in 2015, 2016 and 2018 (it being noted that in 2017 the applicants had turned their attention to The Windmill) were contrived and based upon the hidden criminal agenda now exposed by the emails of December 2015 and January 2016. The behaviour of the applicants has resulted in very substantial cost to PL as a business and to Mr Warr personally. Indeed simply funding the investigation and preparation of evidence upon which Mr Warr's objections are predicated has been financially punitive.

31. Additionally Mr Warr's good standing both with WCC and the community at large has been significantly affected by the actions of the applicants. Mr Warr has detailed in his witness statement the ways in which both he and his business have suffered reputational and financial damage as a result of the applicants' decision to target his business for collapse. [Tab 2, 61-65]. Additionally, Mr Warr also makes reference to the stresses

and consequences that have impacted upon his employees and their families directly/indirectly as a result of the actions of the applicants.

32. Although the consequences to Mr Warr and PL as a business are not remotely as serious as the matters pleaded in (1) and (2) above, this should not diminish the significance of this ground of objection. The relentless targeting of an individual/business over many years in the circumstances described by Mr Nash in his first statement amounts to serious misconduct, which if accepted by the Sub Committee, would have a central relevance to a consideration of an objection under s.12(3)(a).

33. It is submitted that the available evidence in relation to the applicants' intentions for PL, other competitors in the sector and indeed this Council itself suggests that the applicants have scant regard for the laws, conditions and obligations imposed upon businesses in this highly regulated industry sector. Their willingness to engage in the malign activities so comprehensively revealed in the [REDACTED] emails must correspondingly suggest that the legislative conditions under which all businesses agree to trade are of little importance to the applicants. We ask the Sub Committee to consider whether there can be any confidence that the applicants will abide by any conditions attached to a renewed SEV Licence, and more, that in considering the enormity of the plans made by the applicants whether the seriousness of possible consequences to businesses, individuals, institutions and WCC itself can be appropriately mitigated except by a refusal to renew.

(4) Miscellaneous.

34. It is not proposed to deal with every evidentiary issue disclosed in the documentation served by Mr Warr. The Sub Committee will be aware that Mr Nash's investigation

revealed evidence upon which he has drawn conclusions about matters additional to what we consider to be the core issues we have pleaded in this written submission. Those other matters are still relied upon as relevant to the hearing and the Sub Committee should give what weight to them as considered appropriate. We wish to make clear that a decision not to particularise fully every single issue within this document should not be taken as an indication that any one of them is in any way abrogated. Counsel has exercised his judgement as to how best to assist the Sub Committee in submissions and it is hoped that clarity is best achieved by focusing this document upon the core (and perhaps) determinative matters.

Conclusion.

35. We apologise for the length of this document, but in light of the convoluted and complicated evidence relied upon by Mr Warr it has been difficult to shorten these submissions. Moreover, it is accepted that the conclusions we draw from the available evidence amount to serious allegations against the applicants. In those circumstances we considered it incumbent upon us to explain comprehensively the basis upon which those conclusions are advanced, and to comment upon the evidence upon which they are predicated.

36. It is our submission that a consideration of the available evidence unfortunately leads to the sure conclusion that objections to the applicants' application under s.12(3)(a) are well founded. In the event the Sub – Committee agree with this submission, we respectfully say that the application for renewal of SEV Licence should be refused completely. As we have explained, our submission is that in the circumstances of this

case, there are no conditions that could be attached to any renewal that could mitigate or ameliorate any/all of the risks averred to above.

Dated this 1 April 2019.

Dominic D'Souza
Goldsmith Chambers
(Counsel for Simon Warr)

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TAB 1



18 Soho Square, London W1D 3QL

The Licensing Team
Westminster City Council
Public Protection & Licensing
Portland House – 22nd Floor
Bressenden Place
London SW1E 5RS

31 December 2018

Dear Sirs

OBJECTION BY SIMON WARR TO RENEWALS OF SEXUAL ENTERTAINMENT VENUE LICENCES
SOPHISTICATS AT 3-7 BREWER STREET W1 AND 77 WELBECK STREET W1

We are instructed by Mr Simon Warr to object to the renewal of the above-mentioned sexual entertainment venue licences.

The ground of the objections are that the business is managed or carried on for the benefit of John McKeown and / or Simon Langer who are unsuitable to hold the licences concerned and/or because the applicants themselves are unsuitable to hold the licences concerned due to the involvement of John McKeown and / or Simon Langer.

We are here attaching witness statements of Tony Nash and Simon Warr which substantiate the above grounds.

The evidence which is attached is the product of an ongoing investigation instigated by Mr Warr following and because of an objection to the renewal of his licence at Platinum Lace, Coventry Street W1. As you will see, it reveals a malicious and deceitful course of action implemented by Messrs. McKeown and Langer targeted at Mr Warr's business, designed to manipulate Westminster City Council into shutting down his club. It also contains evidence of participation by Messrs. McKeown and/or Langer in a mortgage fraud by one of the participants in the action, Maya Hawie.

The timing of this objection has been dictated by the ongoing nature of the investigation, rather than by any tactical considerations. As you will know, the Council has a discretion whether to admit objections out of time: Belfast City Council v Miss Behavin' [2007] UKHL 19. As the case makes clear, a consideration for the Council is whether the licensee will have sufficient time to answer the objection. As to that, firstly, the matters alleged are all within the knowledge of the applicant. Second, in any case, Mr Warr would not object to an adjournment to enable the applicant to answer the allegations fully, if they wish. Third, the allegations made are serious ones: they ought to be heard, and should not be shut out because of their timing, which was dictated by logistics and not tactics.

We look forward to hearing from you.

Yours faithfully

LT LAW

TAB 2

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

Statement of: Simon Warr

Age if under 18: over 18

This statement (consisting of 10 pages) is true to the best of my knowledge and belief and I make it knowing that, if it is tendered in evidence, I shall be liable for prosecution if I have wilfully stated anything in it which I know to be false or do not believe to be true

Signature:



Date: 31.12.18

-
1. My name is Simon Warr and I am the owner of the "Platinum Lace" group of companies.
 2. I have been involved in the late-night leisure industry since 1989 when I worked as a door supervisor to supplement my income as a rugby player, and have since performed a variety of roles including running my own security company.
 3. My professional career was forged in the motor industry where I had full-time employment with Nissan Motor (GB) Limited ('Nissan'). I started at Nissan in the Aftersales department as an auditor, progressing to the position of Aftersales manager, followed by Dealer Operations Manager and my final position in Nissan was After-sales Marketing Manager for the whole of the UK operation.
 4. During this time, I also owned and ran a security company known as the Elite Security Limited ('Elite'). The company provided doormen to many venues, licensed and otherwise. It was through providing services to licensed premises that I met Gerald Richardson ('Gerald'). At the time, Gerald owned and operated a handful of successful independent pubs and clubs and his company was called 'Richardson's Inns'. Gerald was the first operator of lap-dancing clubs in the UK, with his first club opening in Park Royal, London in 1995 and carried the trading name 'For Your Eyes Only' ('FYEO').
 5. After leaving Nissan in 2001, I was employed by 'Spearmint Rhino Companies (Europe) Limited', and then 'Spearmint Rhino Ventures (UK) Limited', during which time I was promoted to European President in order to implement a safety culture, raise operating standards, ensure compliance and to implement a strategy for planned business growth. In 2004, I became a shareholder and director.
 6. In 2006, I set up the 'Lap Dancing Association' (LDA) and worked closely with Kate Nicolls (the current CEO of UK Hospitality). The purpose of the LDA was to identify and promote best practice throughout the lap dancing industry through its various members, to be influential in



charting the course with regard to the future of the industry and to represent a voice on behalf of the industry.

7. In 2009 I left 'Spearmint Rhino' and set up a brand that is known as 'Platinum Lace' that provides adult entertainment in the form of Lap Dancing clubs. My clubs are located in Brighton, Leicester, Norwich, Glasgow and I own 2 clubs in London's West End: Piccadilly and Leicester Square.

8. It is integral to our brand in all the cities in which we operate that we set out to provide the best customer experience in terms of service and facilities in a well-managed, compliant environment.

9. The management structure of my business is relatively straightforward. I am the majority shareholder and Director of all companies. I have a Finance Director and 4 finance support staff. My Compliance Director is a retired Police Officer and former Licensing Officer for Bournemouth Borough Council.

10. Unlike many smaller clubs, our fiscal procedures are subject to an annual audit and our accounts are submitted to Companies House.

11. Each club has a General Manger and in most cases a support manager and MIT (Manager in Training). Due to its trading capacity, our Piccadilly club has both a General Manager and 6 support managers, including a Dancer Welfare Manager and Floor Manager.

12. It is the role of the Dancer Welfare Manager to ensure all dancers are well cared for and, so far as practicable, any problems are pre-emptively identified. This process operates well in practice and we have a loyal following of dancers at all branches of Platinum Lace.

13. We carry out an induction process for every dancer that normally lasts in excess of 2-hours. A variety of topics are discussed but the club rules/codes of conduct is where most of the time is spent ensuring dancers have understood the rules. All dancers' details are kept in their dedicated file (*copy attached at exhibit SW1: 'contents of Dancer File'*) that is a 'living' document used during the course of their tenure with the club. Each dancer operates under the terms and conditions of a Licensing Contract that is renewed annually. This includes records of interventions, and warnings relating to conduct.

14. Following a meeting with WCC in relation to an alleged incident in October 2016, we record all staff interventions (these are pre-emptive acts to prevent licence breaches) on an 'Intervention Log' relevant to each night. Where an intervention is made (that could be construed as a potential breach of club rules) details are also recorded on the dancer's file. Repeat offenders may be subjected to a fiscal penalty (due to a compliance breach) and their contract with the club may be terminated.



15. I am responsible for the livelihood of in excess of 2,000 people (consisting of staff, dancers, and contractors). During the course of a typical week, we have around 4,500 customers through 6 clubs.

16. I take my licensing responsibilities extremely seriously. I set out to run compliant venues with the assistance of an excellent management and security team. I work in partnership with WCC and operate an open door policy with the authorities and the opportunity for dialogue and scrutiny that brings. I have no interest in stretching or bending the rules. The clubs are my livelihood and I intend to operate harmoniously and permanently in all my locations: that can only be done through an adherence to the highest of standards.

17. Within the immediate proximity of our London clubs there are a few other operators: The Windmill, which is a long-established venue; Sophisticats, which is a relatively small (100 capacity which is their new club in the Soho area) and Stringfellows. To the best of my knowledge, before opening their Soho club Sophisticats applied for a 6am alcohol licence on 15th September 2016. To the best of my knowledge, they were granted their licence on 1st December 2016 but with a 3am terminal hour for alcohol sales.

18. I am aware that Sophisticats applied for a variation to their licence on 22nd December 2016 to extend their Sunday trading hours and to amend a current condition so as to allow regulated entertainment (in the form of lap dancing) to be carried out during the operation of a Temporary Event Notice (TEN). The application was rejected on 6th April 2017.

19. It is very clear that in terms of a competitive analysis, the 3 top clubs within the West End are Platinum Lace, Stringfellows and The Windmill. With the exception of Sophisticats, I have enjoyed a harmonious and cordial relationship with other operators.

20. In respect of Sophisticats, the owners are [REDACTED] (I do not believe Diana is a Director or has any day to day control of the business). I met John McKeown (a Director of Sophisticats) briefly at a meeting in 2007. They were invited to join the LDA but did not do so.

21. It was shortly after Sophisticats started development on their club in Brewer Street that we experienced problems during our renewal process in relation to Platinum Lace in Piccadilly. I have never had a complaint nor representations with any of my other clubs during the renewal process.

22. I have various bank loans and have been forced to use my family home as a personal guarantee for the business. Therefore, I have found the representations in relation to Platinum Lace concerning. I considered the complaints to be vexatious and I suspected they were instigated on moral and/or competitive grounds but had no evidence of the same.

23. The problems around the same time of our SEVL renewals occurred as follows;

SMC

Incident - 2015

24. Shortly after our renewal in 2015, we were alerted by officers at WCC that they had been sent images of behaviour by a dancer that may be deemed inappropriate in our Coventry Street premises and they wanted to investigate the allegations.

25. The incident primarily involved a dancer we knew as [REDACTED]. The incident took place during the morning hours of 12th December 2015. The complaint was received by WCC on 23rd December 2015. On 5th Jan 2016, we were asked to attend a meeting with WCC officers for the following day.

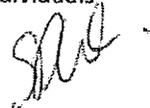
26. [REDACTED] had joined 'Platinum Lace' shortly before the incident. From our induction record she had stated she had worked at Spearmint Rhino (Leicester) but a number of dancers at the club remarked she was in fact working at Sophisticats and this was entered on her dancer file.

27. We reviewed the CCTV that we had. The 'customer' (who we now believe to be a freelance reporter) arrived at the club with 2 other female customers. Their names are [REDACTED] and [REDACTED]. I was made aware of their names as they had briefly worked in our venue and we still had their details on file. Their notes showed that they were working at Sophisticats.

28. From the CCTV, it seemed evident that the customer was taking every opportunity to touch [REDACTED] whenever security were not present. Of equal concern, [REDACTED] did not stop the dance, seek a member of management or a security supervisor, nor did she talk to the customer, all expressly contrary to her induction. The 2 females [REDACTED] appeared to be doing everything they could to obscure the vision of our supervisors. We considered that the actions of all the participants were complicit. [REDACTED] behaviour, and that of the customer, were not in keeping with the accepted and usual behaviour of either customers or dancers at Platinum Lace.

29. As a result of this incident, we carried out a thorough investigation. [REDACTED] did not return to Platinum Lace after 12th December 2015. We tried to call her to discuss the matter with her but she would not answer her phone or return any calls. Her dancer contract was revoked and we worked with Glyn Franks of WCC to improve our CCTV and overall supervision of the premises. We fitted more cameras as requested by WCC, but had already expensed £23,605.41 from 2011 to 2014 on additional CCTV upgrades as requested at various stages (*See exhibit SW2: 'Platinum Lace London CCTV Expenditure'*). [REDACTED] real name is [REDACTED] (see exhibit from Tony Nash TN3).

30. Following this incident, some Fleet Street papers published images (presumably taken by [REDACTED] to sensationalise the story. (*These appear at exhibit SW3*). The conduct is referred to again at a later date and as if to sensationalise or amplify the story, the article also mentioned a link between John Whittingdale MP and Platinum Lace. John Whittingdale has never been to 'Platinum Lace'. This was naturally a slap in the face for ourselves, WCC and of course, the industry as a whole. I was extremely disappointed that (whatever the motivation), these individuals, could potentially cause so much reputational damage.



31. From my perspective in relation to the incident, given the actions of the customer and individuals, I came to the conclusion that the incident was a set up. Unfortunately, at this time I had no proof of who had engineered these circumstances or their motivation.

Renewal – 2016

32. During the renewal process of our SEVL in 2016, we were informed by WCC that they had received correspondence in relation to conduct within our premises. On this occasion, two consultants had conducted 'independent observations' within our premises on 5th and 6th October 2016. I asked my legal team to obtain the correspondence accompanying the witness statements from [REDACTED] and [REDACTED] as I was unsure whether they were making a complaint or representation, I was curious to know who had instructed them and why.

33. From the statements of [REDACTED] it was clear they had various dances from various performers and the dances ranged in price (determined by time). Much of their evidence alleged impropriety within the premises.

34. Fortunately, using CCTV we were able to identify the two individuals and compare actual footage of their visit against allegations made in their witness statements. Whilst we agreed with some of their observations, in the main, their statements were grossly exaggerated, they had reported actions that clearly didn't happen, and omitted interventions from our supervising staff. I did not believe this to be the behaviour or standard of truly independent witnesses. As part of our internal investigation we kept copies of the interventions.

35. On the basis of the CCTV footage, and also the failure to record interventions which had actually occurred, we considered their evidence to be unfair, untrue and exaggerated.

36. We gave the CCTV footage to WCC so that they could form their own opinion as to the credibility and validity of the evidence. In the result, WCC renewed our licence administratively.

37. In consultation with WCC we fitted yet more CCTV at a cost of £18,582.34 (*See exhibit SW4: 'Platinum Lace London CCTV Repairs/Upgrades Since 2015'*) and mutually agreed to have a member of security dedicated to observing the live conduct and performance of the dancers (on the CCTV) during the course of a dance to reduce any likelihood of licence breaches. We had to increase our labour force with an annual cost in excess of £40,000. The 'CCTV observer' is also covered by CCTV meaning we can easily show that we have proactively adopted and support this proposal. Where the observer feels a licence breach may occur, they radio through to the supervising member of Security and ask them to intervene during the course of the relevant performance.

38. We gave consideration to whether we should ourselves take legal action in relation to the falsified evidence against us, but decided not to given that the intended disruption to our business had failed, albeit at considerable cost to us.



39. During our current 2018 renewal, we have been the subject of yet more 'independent observations', this time by [REDACTED]. The complaint was submitted to WCC by 3 individuals purporting to represent feminist views. I believe the report itself was written by [REDACTED].

40. The date of the visit by [REDACTED] was the 12th July 2018. Most regrettably, we didn't receive notification of their complaint until 26th September 2018 – some 11-weeks later and didn't receive their statements until 28.10.18. It appears obvious to me that the complaint was submitted on the last day of the renewal process ([REDACTED]), probably in an effort to stop the evidence being challenged by way of CCTV and in itself then being undermined, as previously occurred. I am convinced that any genuinely motivated complainant would have acted promptly.

41. In relation to the statements of [REDACTED] despite their various allegations of poor conduct, when referring to the "Intervention Sheets" (part of our own Management and Procedures Documents) for that evening, we were able to establish that during the course of their dances, interventions from security staff had occurred (*As shown in exhibit SW5: 'Dancer Intervention Sheet – CCTV OPS*). From their statements, we knew what time they had dances and with whom. The interventions that occurred during their dances were not detailed or even mentioned in their statements. I view this as disgraceful.

42. When I couple this omission to the standards to which my clubs actually run, the care we take to train dancers, monitor activities and pre-emptively enforce the rules, I reject these statements as exaggerated and untrue. We spoke to the Dancers concerned, however (and perhaps understandably) they could not recall the nights in question. They have however been at the club for some time and the allegations are not consistent with their known conduct.

43. Further, I received a covering email attaching the statements (*See exhibit SW6: 'Notice of Objection to Sexual Entertainment Venue (SEV) Licence at Platinum Lace 13 Coventry Street'*). It is very clear that this same document was used previously to make a complaint against 'The Windmill' as it still had their details on the document! When compared to page 5 of the Review document for the Windmill, (*See exhibit SW7: 'City of Westminster Application for Review'*) the narration of the complaint is virtually word for word and appears to list the same 3 complainants. Further evidence (*as shown in exhibit SW8: 'adobe properties'*) indicates [REDACTED] as the author. If [REDACTED] was the author of the complaint and recruited [REDACTED] it is clear he is trying to avoid being caught out again (by delaying the complaint beyond the scope of the CCTV retention period).

44. This told me that there was an obvious connection in relation to the complainants. At this stage, I did not know who had made the complaints or why. I was however certain at this stage that the statements from [REDACTED] did not paint an accurate picture.



45. Naturally, and correctly, in relation to the conduct of 12th July 2018, WCC carried out an investigation. The investigation was instigated by Mr Francis Keegan on 26th September 2018. This meeting was held between [REDACTED] and Mr Keegan with other management in attendance. Following a reshuffle at WCC, Mr Keegan had become our new Licensing Officer.

46. During the investigation meeting Mr Keegan said to [REDACTED] "Well it's the same people that set Windmill up, set you up again." We have of course co-operated with the investigation. I shall be detailing this in a statement concerning the renewal of our licence, which I understand will be dealt with in February 2019.

New Evidence

47. I was sufficiently concerned about events that I engaged the services of independent private investigators to find as much information as possible in relation to the background of the complainants during the course of each of our SEVL renewals. Quite simply, I was worried by the seemingly vexatious and repetitive nature of the complaints and the possible repercussions such allegations could have on my business and my family home, as well as eroding the working relationship we have established with WCC over many years.

48. The current state of the investigation is set out in the statement of [REDACTED], which I have seen [REDACTED] will make a deposition and present the evidence he has gathered separately. However, it is right for me to say that I am simply aghast at the methods which have been used to undermine my business and livelihood, which have included deceit and subterfuge.

49. From the evidence, correspondence between [REDACTED] and [REDACTED] appears to me to demonstrate that the incident of December 2015 was orchestrated by Messrs. [REDACTED] (of Sophisticats). They appear to have enlisted the help of an additional freelance reporter and two of their own Dancers [REDACTED] and [REDACTED] to fabricate a story to discredit Platinum Lace. It is clear they specifically used [REDACTED], who in all probability was still working for them.

50. They also targeted another dancer in the club [REDACTED], as they were also hoping to gain media traction by exploiting her personal relationship with a Romanian footballer. Within the e-mail from [REDACTED] to [REDACTED] and [REDACTED] refers to [REDACTED] as 'your girl'. They also discuss the sums they paid to get the story in the papers, and talk about manipulating Westminster Council forcing them to take some form of action against Platinum Lace. Reading that chain of correspondence in full, I find it profoundly distressing that these West End operators have set out with such deliberation and venom, using underhand means, to put me out of business.

51. In relation to the licence renewal of 2016, we believe that Sophisticats engaged [REDACTED] [REDACTED] to carry out covert visits to Platinum Lace. The evidence also suggests [REDACTED] was the author of the 2018 complaint. This is profoundly distressing.

[Handwritten signature]
7

52. On the profile page of [REDACTED] on 'Facebook', [REDACTED] is listed as a 'friend' – clearly a relationship to some extent exists (See exhibit SW9: 'Facebook page of [REDACTED] showing [REDACTED] as a friend').

53. In the following year, from a text message dated 5th September 2017 between [REDACTED] [REDACTED] it appears that [REDACTED] is forwarding a text message to [REDACTED] from [REDACTED]. It seems clear that [REDACTED] is uncomfortable putting her name to a complaint. From the timings, in all probability, the complaint in question is being made against The Windmill. [REDACTED] was clearly unhappy making the complaint but did so. It is unclear what, if any pressure was bought to bear. In her correspondence with Westminster in relation to the complaints against both The Windmill and Platinum Lace, [REDACTED] purports to represent women's rights. This appears to be a smokescreen to enable [REDACTED] to engage in a war against their trade competitors using underhand methods.

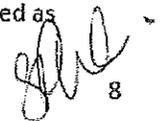
54. From a text message dated 29th September 2017, [REDACTED] replies to [REDACTED] telling him that they need to compose a letter 'objecting to the renewal at The Windmill. It seems very clear to me that [REDACTED] and [REDACTED] conspired to gather evidence and used [REDACTED] to make the objection. The last text message reads; 'I thought [REDACTED] was doing that.' Evidence now suggests he probably did write the objection.

55. In relation to our current renewal application (2018), we believe that the same person; [REDACTED] was prevailed upon to make the representation to WCC of 26th September 2018 (for conduct relating to 12th July 2018). She is not only a business partner with [REDACTED] for a music production company, but I also believe she gained a mortgage by fraudulent means whereby [REDACTED] (through the business) provided [REDACTED] with payslips and paid money into her account (this is from testimony of [REDACTED] that is included within the deposition of [REDACTED]) despite her not working at 'Sophisticats' ([REDACTED] or [REDACTED] would then collect cash from her at a later date). [REDACTED] ([REDACTED] partner) and [REDACTED] are also equal shareholders in a Music production company (SYPM MUSIC LIMITED). [REDACTED] and [REDACTED] are shown as the company directors. Between the parties, they each have 25 shares out of a share capital of 100 shares.

56. My entire management team, staff and dancers alike, are distressed by the current allegations. They simply do not represent the standards which we have set and enforce within the club. The evidence is undermined by the timing of its submission and the failure to record interventions from our security team which actually occurred.

57. When I consider what we have been through over the last three years, we (along with WCC) have been made victims of deliberate, mercenary and callous actions designed to cause damage and loss to my business, whilst abusing the SEVL renewal process along the way.

58. I would point out that the means used to obtain the evidence fall well short of RIPA guidelines and evade the checks and balances necessary for such statements to be classified as


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credible evidence. It is clear that the tactics used to bring about the 'complaints' are aggressive, unscrupulous and corrupt. They abuse the licence renewal process and are calculated to gain pecuniary advantage by destroying business competitors.

59. In every incident where a complaint has been reported to WCC, we have proven the alleged incidents to be fabricated, distorted or exaggerated and we now know who orchestrated the complaints. All complaints have been generated from a single source.

60. As to the motivation, I am only able to conclude that old-fashioned greed and dishonesty are the motivation behind their actions.

61. I want to say something about the impact on me and my staff.

I am extremely distressed that a business competitor would use malicious tactics against me, and in the process seek to blacken the reputation of my club and its workers.

62. On every occasion of malicious interference, my management team and I have been subjected to a test of our integrity and reputation. I am glad that on every occasion our own procedures have proven the various events as fictitious. In terms of man hours, again on every occasion my management team and I have had to work through the day and night (for approximately 10 days straight) to produce evidence contrary to the claims. Four of the six management in Platinum Lace Coventry Street have children, three of them with children under 4. These unwarranted tactics have an impact at every level.

63. We have had to engage solicitors and a QC to evaluate our position and build a defence – this was a costly exercise.

64. The overall impact is that the club is not as busy (over the Christmas period) as it otherwise would be, because the non-renewal causes tension and uncertainty. The 'fake news' as published by the national papers are extremely damaging to our reputation, the industry as a whole and all the staff and dancers who have pride in their work and the club. Customers who enjoy the secure environment and entertainment also stay away due to an associated reputational risk. One of the charities that I have supported for over 15 years requested that 'Platinum Lace' did not have a visible presence at an event this year, which has been heart-breaking for me. In the past we have helped raise vast sums of money for the charity: as said, these unwarranted tactics have an impact at every level.

65. Through working in partnership with WCC, we have continually improved our CCTV and internal procedures at significant cost to the business, and I am pleased to say that we remain on good terms with Westminster officers and we are more determined than ever to weather the current storm.



I therefore ask the Council to consider the evidence and decide whether [REDACTED]
[REDACTED] are fit and proper to be the licensees of, own or manage sexual entertainment venues in
Westminster.

S.A.

[REDACTED]

Dated; 31.12.18

EXHIBIT SW1
TO WITNESS STATEMENT
OF [REDACTED]

PLATINUM LACE
Bar & Gentleman's Club
Clarendon House, 125 Shenley Road,
Borehamwood, Hertfordshire WD6 1AG

DANCER RECORDS
PRIVATE & CONFIDENTIAL

Dancer real name:

Dancer stage name:

Record open date:

CONTENTS:

Dancer Performance Licence Assessment Form

Dancer Performance Licence

Club rules for dancers

Club Rules for Customers

Additional Licence Conditions – attached - YES NO

Notice of Breach Form

Tax Guidance

Supplemental Records

Dancer Release

Place photo here

Dancer Performance Licence Assessment

STEP 1 – DANCER DETAILS

Full Name:

Stage Name:

Address:

Postcode:

Telephone:

Mobile:

E-mail:

Date of birth:

Age:

Nationality:

Languages
spoken:

Entitlement to work verification:

National Insurance Number: _____

Are you registered for VAT? VAT Registration Number: _____

In case of emergency notify:

DANCER PERFORMANCE LICENCE

THIS LICENCE is made _____

BETWEEN:

- (1) **Platinum Lace (London) Limited** whose registered office is at Clarendon House, 125 Shenley Road, Borehamwood, Hertfordshire, WD6 1AG. Company Registration number 10872604 ("**the Licensor**"); and
- (2) [] of [] OR whose registered office is at [], Company Registration number [] ("**the Performer**"); and (Together referred to as "**the Parties**").

NOW IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

In this Licence:

- 1.1 "**Additional Licence Terms, Restrictions or Conditions**" means any terms or restrictions or conditions from time to time contained in any statutory regulatory local authority or public licence affecting the buildings, premises or licensor's business carried thereon, copies of these shall be displayed on the premises.
- 1.2 "**Approved Areas**" means the areas shown for the purposes of identification only coloured green on the annexed plan.
- 1.3 "**Agreed Attendance**" means such periods (with a minimum of four periods per week each exceeding eight consecutive hours) during the usual opening hours of the Premises as the Performer shall request upon seven days notice to the Licensor and which the Licensor shall agree.
- 1.4 "**Building**" means the building known as **Platinum Lace Gentleman's Club, 13 Coventry Street, London, W1D 7DH** shown for the purposes of identification only edged black on the annexed plan.
- 1.5 "**Compensation**" means a variable amount payable by the Performer to the Licensor before the end of the Agreed Attendance next following the Agreed Attendance in respect of which Compensation arises.

- 1.6** "Licence Fee" means such sum as the parties may from time to time agree for each agreed attendance and any amounts agreed between the parties in relation to a Performance.
- 1.7** "Licence Period" means one year.
- 1.8** "Premises" means the trading floor rooms forming part of the Building shown for the purposes of identification only coloured green on the annexed plan.
- 1.9** "Performance" means a striptease, nude or semi-nude or bikini dance.
- 1.10** "Stage Performance" means a performance on a stage or podium.
- 1.11** "The Rights" means the right for the Performer to:
- (a) perform striptease, nude, semi-nude and bikini dances in the manner the Performer shall choose subject to the Additional Licence Terms, Restrictions or Conditions within the Approved Area within the Premises together with any other persons in the Premises as the Licensor shall admit PROVIDED THAT the Performer shall only occupy the Approved Areas during such performances or for seeking to sell such performances to customers and shall co-operate at all times with other performers with similar licences; and
 - (b) the use of the access ways, toilets and changing rooms in the Premises during the Licence Period for their respective purposes only.
- 1.12** References to "losses" are references to liabilities, damages or losses, awards of damages or compensation, penalties, costs, disbursements and expenses arising from any claim, demand, action or proceedings.
- 1.13** Words importing one gender include all other genders; words importing the singular include the plural and vice versa; words importing persons include a corporate body and a partnership and vice versa.
- 1.14** Any agreement by the Performer not to do anything includes an obligation to use reasonable endeavours not to permit or suffer that thing to be done by another person where the Performer is aware that the thing is being done.
- 1.15** Unless expressly stated to the contrary, any reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that

statute and any regulations or orders made under it and any general references to a statute includes any regulations or orders made under that statute.

2. LICENCE

The Licensor grants to the Licensee the Rights (in common with the Licensor and all other persons authorised by the Licensor so far as is not inconsistent with the Rights) during the Agreed Attendances during the Licence Period.

3. PERFORMER'S OBLIGATIONS

The Performer agrees with the Licensor as follows:

3.1 Licence Fees

The performer shall pay the Licence Fees

3.2 Agreed Attendances

The Performer shall agree at least three Agreed Attendances each week.

3.3 Compensation

3.3.1 The Performer shall pay the Compensation as liquidated damages for failure to attend and/or perform throughout any Agreed Attendance.

3.3.2 The Performer shall pay the Compensation as liquidated damages for each waiver by the Licensor of any breach of this Licence and/or the Dancer Code of Conduct (and any amendment thereof) referred to in Clause 3.3.1.4 PROVIDED THAT the Licensor is under no obligation to agree to such a waiver.

3.3.3 If the Performer chooses to give a gratuity (tips) whether it be cash or chips, to staff or Management, this must be at the conclusion of her shift within the management office.

3.4 Use of Premises

3.4.1 The Performer shall:

3.4.1.1 Undertake Performances using best endeavours and all skill and care;

3.4.1.2 Behave in a professional, courteous and reasonable manner in consideration to, and for the convenience of customers, and other performers on the Premises;

3.4.1.3 Comply with any Additional Licence Terms, Restrictions or Conditions;

- 3.4.1.4 Comply with Dancers Code of Conduct attached hereto and any amendment thereto that the Licensor shall from time to time notify to the Performer;
- 3.4.1.5 Account for all taxes and NIC due on the Performer's income arising from the Performances;
- 3.4.1.6 Not claim or represent that the relationship between the Licensor and the Performer is other than that of Licensor (and grantor of rights) and Licensee (and recipient of rights). The Performer acknowledges that she is not an employee or agent of the Licensor.

3.5 Statutory obligations

The Performer shall comply in all respects with the requirements of all statutes applicable to the exercise of the Rights.

3.6 Rules and Regulations

The Performer shall comply with all rules and regulations which the Licensor may specify which govern the use of the Premises and exercise of the Rights and of which the Licensor shall notify the Performer.

3.7 Licensor's Rights

- 3.7.1 The Performer shall not impede in any way the Licensor or its officers, servants or agents in the exercise of the Licensor's rights of possession and control of the Premises.
- 3.7.2 The Performer shall permit (and not impede) the Licensor and its officers, servants or agents to enter and view Performances and make arrangements for security of, and supervision and preservation of order in, the Premises.
- 3.7.3 The Performer shall permit the Licensor or its nominated officers at any time to search the Performer and/or their possessions for any illegal drugs. The Licensor may immediately terminate this Licence if the Performer refuses or obstructs such a search.

3.8 Non-Assignment

The Performer shall not assign or sublicense or charge (or otherwise encumber) or place in trust for another or otherwise the whole or any part of the Rights which are personal to the Performer and may only be exercised by the Performer.

3.9 Nuisance

The Performer shall not do anything on or in the Building, nor exercise the Rights, in such a way as to cause damage to the Building or nuisance, annoyance, disturbance, inconvenience, injury or damage to the Licensor or its tenants or the owners or occupiers of adjacent or neighbouring premises.

3.10 Indemnities

Except to the extent that the Licensor may be indemnified by insurance, the Performer shall keep the Licensor fully indemnified against all losses arising directly or indirectly out of any act, omission or negligence of the Licensee, or the exercise or purported exercise of the Rights, or any breach or non-observance by the Performer of the obligations, conditions or other provisions of this Licence.

3.11 Operational Obligations

The Performer shall not:

- 3.11.1 Do anything to injure the reputation of the Building or the Licensor.
- 3.11.2 Do anything to breach any Additional Licence Terms, Restrictions or Conditions or regulations of licensing authorities or other local or public authority.
- 3.11.3 Do anything to imperil any licence granted for the Premises.
- 3.11.4 Permit smoking on the Premises.

4. LICENSOR'S OBLIGATIONS

The Licensor will:

- 4.1 Ensure that during the Licence Period the Premises and the access ways and toilets in the Building are properly heated and lighted.
- 4.2 Make available to the Performer during the Licence Period provision of recorded music, changing rooms and stage lighting.

4.3 Monitor other persons upon the Premises and endeavour to secure adherence to the Customer Code of Conduct and Dancer Code of Conduct operated by the Club.

5. ADVERTISING

Either or both of the Parties may together or separately advertise their respective businesses.

6. TERMINATION

The Rights shall end (without prejudice to the Licensor's rights in respect of any breach of the Performer's obligations in this Licence Agreement): (i) immediately on notice served by the Licensor at any time following any breach by the Performer of the obligations contained in clause 3; or (ii) by agreement between the Licensor and the Performer..

7. MISCELLANEOUS

7.1 Exclusion of warranty as to use

Nothing in this Licence is to imply or warrant that the Premises may lawfully be used or are physically suitable for the exercise of the Rights.

7.2 Exclusion of third party rights

Nothing in this Licence is intended to confer any benefit on any person who is not a party to it.

7.3 Exclusion of Licensor's liability

7.3.1 The Licensor shall not be liable for the death of, or injury to, the Performer or his employees or for damage to any property of theirs, or for any losses, or other liability, incurred by them in the exercise or purported exercise of the Rights except where such death, injury or loss is due to the negligence (as defined in the Unfair Contract Terms act 1977) of the Licensor.

7.3.2 The Performer acknowledges that the Premises are used for adult entertainment and the Performer will witness depictions of explicit and implicit sexual conduct.

7.3.3 The Performer acknowledges that the Performer is not and will not be affected by, and assumes all risks associated with witnessing depictions of explicit and implicit sexual conduct.

7.3.4 The Performer acknowledges that the Licensor does not warrant that there shall be any customers who may wish to purchase the Performer's services at any Agreed Attendance.

7.4 Severability

If any part of this Licence shall be illegal or unenforceable this Licence shall, to the extent possible, be interpreted as if that part was omitted.

7.5 Notices

All notices served by either party pursuant to the provisions of this Licence shall be in writing and shall be sufficiently served if delivered by hand or sent by recorded delivery to the address of the Licensor or the Performer specified in this Licence.

.....
Licensee's Signature

.....
Print licensee's Name

.....
For [Insert Name of company]

.....
Date

London additional SEVL conditions.

Relevant Entertainment shall be given only by performers and the audience shall not be permitted to participate in the relevant entertainment.

There shall be no physical contact between performers whilst performing.

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.

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.

Customers must remain fully clothed at all times. The performer must not remove any of the customer's clothing at any time.

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.

Performers must redress fully immediately after each performance.

Club Rules

A. Conduct on arrival and departure from the club

1. No person under the age of 18 shall be admitted to the Club.
2. By entering you acknowledge that you may see nudity and do not consider that to be indecent or offensive.
3. The Club reserves the right to refuse entry.
4. No person who is intoxicated (in the opinion of the Club) shall be admitted to the Club.
5. All persons entering, being on and exiting the Club shall wear appropriate attire, as determined by the Club.
6. You will leave the Club quietly and not cause a nuisance or annoyance to neighbouring premises or persons.
7. Please don't drink and drive. The Club will call a taxi for you on request.

B. Dress code

1. The management will allow entry at their discretion.
2. The Club may require particular attire for special events.

C. Conduct in the club

1. Mobile phones may be used only for phone calls and not for taking photographs or making video recordings within the club.
2. You will not take any photos or record any videos with any device (including mobile phones). You will surrender to the Club any equipment that the Club has reason to believe has been used for taking photos or recording videos. Such equipment will not be returned to you until the Club is satisfied that there are no photos or videos stored on it which may be in breach of these rules.
3. You will remain seated in the dance area other than on arrival, departure, visiting toilets or bar area.
4. You will not enter a VIP area except at the direction of a member of staff or a dancer.
5. You will leave a VIP area at the direction of a member of staff or a dancer.
6. You will not use language or gestures of an inappropriate, offensive, suggestive or sexually graphic nature or solicit any service from anyone within the Club to be performed outside of the Club.
7. You will remain fully clothed.
8. You will not dance.
9. You will not undertake any unlawful activity or any indecent, offensive or abusive behaviour.
10. You will comply with all requests and directions of the Club, dancers and members of staff.
11. You will leave the Club on request.

D. Conduct during dances

1. You will not have, or attempt to have, intentional bodily contact with other customers, members of staff or dancers except for the placing of money or Koru Chips into the hands of dancers at the commencement or conclusion of a dance.
2. You will remain seated with your hands by your sides throughout a nude or semi-nude dance.
3. You accept that any dance may stop and may not recommence for any reason.

E. Pricing and tips

1. A 15% discretionary service charge will be added to your drinks and food bill which can be paid either by cash or credit card. The card receipt and statement will not show 'Platinum Lace'.
2. Koru Chips are issued by the Koru Chip Company Limited and sold by its agent Koru Services Limited, whose employees are based within the club. Koru Chips can be purchased with any approved credit card or sterling cash. A 20% card handling fee for each card transaction amount will be added and shown on the credit card receipt. The card receipt and statement will show 'London Vouchers'.
3. Koru Chips will also be accepted for the purchase of drinks and food and additionally as detailed separately within the Club.

F. Dance Guidelines

1. Dancers are self-employed and dance fees may be negotiated with individual dancers.
2. Dancers decide to whom they will perform and at what price.
3. You should agree a price with a dancer prior to each performance by that dancer.
4. Dancers will usually charge £10 topless on the main floor and £20 full nude in VIP rooms.
5. You may tip a dancer and/or buy them a drink.
6. It is customary to tip a minimum of £1 per dance while you are seated at the tip rail around the main stage. The Koru Chip Company has £1 tipping vouchers available can be purchased for cash or credit card from Koru Services Limited's employees within the Club.

Club Rules (continued)

Each dancer is self-employed and is not an employee of Platinum Lace (London) Limited or any of its subsidiary or associated companies. Therefore each dancer is responsible for her own adherence to the code of conduct set out below and with (among other things) laws on prostitution, solicitation and the use of illegal drugs.

Each dancer must have a Dancer's Performance Licence to dance within the Club.

Compliance with this code of conduct is mandatory and non-compliance may lead to termination of the Dancer's Performance Licence with no notice.

Dancers, staff and customers are all expected to keep to certain mandatory codes of dress and conduct in the Club's premises. This code of conduct sets out the code to which dancers are required to adhere. Dancers must at all times encourage customers to comply with the Club Rules and not to do anything which would cause a customer to be in breach of the Club Rules.

A. Conduct on arrival and departure from the club

1. No person under the age of 18 shall be admitted to the Club.
2. By entering the Club or providing services there (during attendances or otherwise), You acknowledge that you may see nudity and do not consider that to be indecent or offensive.
3. The Club reserves the right to refuse entry.
4. No person who is intoxicated (in the opinion of the Club) shall be admitted to the Club.
5. You will sign in at the commencement of all attendances in accordance with the records provided by the Club Management.
6. All persons entering, being at and exiting the Club shall wear appropriate attire. You will arrive at and leave the Club fully dressed in clean, neat and smart attire.
7. After exiting the changing rooms you will dress in accordance with the Dress Code (which is set out below) and you will provide your own attire to wear to accord with the Dress Code.
8. You will arrive at the Club with sufficient time before an Agreed Attendance to ensure that you are ready to perform and on the main floor for the start time of the Agreed Attendance. (An 'Agreed Attendance' is defined in Your Dancer Performance Licence.)
9. You will only leave the Club as directed by Club Management, and only after customers have left at the end of an Agreed Attendance (except in the case of emergencies, when Club Management may direct you otherwise). If you leave in breach of this provision you will not be readmitted for the remainder of the Agreed Attendance.

10. You will leave the Club quietly and not cause a nuisance or annoyance to neighbouring premises or persons.

11. Please don't drink and drive. The Club will call a taxi for you on request.

12. Where possible and at the end of an Agreed Attendance, You will be escorted by a member of Security Staff either to a requested taxi or your car.

B. Dress code

1. Dancers' attire shall include elegant floor length gowns, 3 piece lingerie set, high heel (minimum 3") shoes, costume jewellery, hairpieces, gloves, G-string or t-back undergarments each as the Club shall approve.

2. Dancers shall remain fully clothed in accordance with the Dress Code unless they are performing on the stage, podium or for a seated customer.

3. Dancers may remove their clothing whilst on the stage, podium or performing to a seated customer. Dancers must fully dress at the end of each performance.

4. The Club may require particular attire for special events.

C. Conduct in the club

1. You will not use a mobile phone outside of the changing rooms without Club Management's express consent.

2. You will not take any photos or record any videos with any device (including mobile phones). You will surrender to the Club any equipment that the Club has reason to believe has been used for taking photos or recording videos. Such equipment will not be returned to you until the Club is satisfied that there are no photos or videos stored on it which may be in breach of these rules.

3. You will not give out any personal information (including phone numbers or contact details of anyone) but can tell customers when your Agreed Attendances take place.

4. You will not accept any personal information from Customers other than business cards, which you will immediately hand over to Club Management.

5. You will not intentionally contact, meet or agree to contact or meet Customers outside of the Club.

6. You will only perform in the approved areas of the Club so designated by the Club Management and will move to or leave any part of the Club as directed by Club Management.

7. You will not allow yourself to be in the company of a customer other than in the areas of the Club so Designated by Club Management.

8. You will not perform a nude table dance outside of the areas of the Club so designated by Club Management.
9. You will only consume alcohol in moderation and will not consume any if directed to do so by Club Management.
10. You will not consume, possess or be under the influence of any unlawful drug or substance.
11. You will not invite or knowingly encourage or permit your spouse, partner or anyone with whom you have or have had a romantic relationship to be in the Club. In the event such a person is attending or is to attend and you have no control over such attendance, you shall notify the Club Management as soon as this is apparent to you.
12. You accept that the Club may use video and audio recording devices throughout the Club.
13. You accept that any breach of this Code will result in a revocation of Your Dancer's Performance Licence, in your being barred from entering any Platinum Lace Club and potentially in a claim for damages against you. Any breach may, depending on its nature, also be reported to the Police.
14. You will not undertake any unlawful activity or any indecent, offensive or abusive behaviour.
15. You will comply with all requests and directions of the Club Management and members of staff in accordance with your Dancer Performance Licence and this Code.

You acknowledge that you have read, understood and will comply with this Code.

Dancer signature

Dancer Name:

Dancer Stage Name:

Name of Countersigning by Club Manager:

Club Manager Signature

TAX GUIDANCE

The information in this Tax Guidance is provided for general information purposes only. You are self-employed and are responsible for your own tax compliance and we strongly suggest that you take advice from a reputable and qualified tax adviser.

You are not an employee of the Club. You are self-employed and are responsible for paying your own tax and national insurance contributions.

You should therefore register with HM Revenue and Customs ("HMRC") for self-assessment and national insurance. You may have to file tax returns annually and possibly make payments of tax on account. Since we will not collect tax from you, this is your responsibility.

You may also need to register for VAT if the value of your supplies exceeds the turnover threshold for VAT. So if you are paid more than this threshold (the amount of which in a given year is available on HMRC's website) for dances then you may need to register.

You will have to account to HMRC for any VAT you charge and file tax returns.

HMRC's website is www.hmrc.gov.uk and has a lot of this information. If you would like to speak to someone in HMRC, you should follow the links on the website under self-employment and VAT.

PLATINUM LACE
Bar & Gentleman's Club
Clarendon House, 125 Shenley Road,
Borehamwood, Hertfordshire WD6 1AG

**PROCEDURE FOR NOTICE OF BREACH OF
DANCERS PERFORMANCE LICENCE AND/OR
DANCERS CODE OF CONDUCT**

1. Dancer shall be informed immediately or as soon as practical depending on the breach.
2. Club Manager to decide on appropriate response in accordance with Company Guidelines.
3. Dancer and Management must complete a "Notice of Breach Form" for all breaches.
4. A copy of the Notice of Breach Form will be sent to Head Office and to the Dancer – all forms to be collated in a Club Breach Log (for internal use only) and all compensation received must be declared on daily analysis.

Any appeal may be heard by GM, Company Secretary and finally Managing Director of Platinum Lace.

PLATINUM LACE
Bar & Gentleman's Club
Clarendon House, 125 Shenley Road,
Borehamwood,
Hertfordshire WD6 1AG

**NOTICE OF BREACH OF DANCERS PERFORMANCE LICENCE
AND/OR DANCERS CODE OF CONDUCT**

DATE OF BREACH:.....

Time:.....

Video Machine: A:B:.....

Video Time:.....

DANCER'S NAME:.....

SAMPLE

Nature of Breach:.....

Number of previous breaches:.....

Licence terminated **Suspended** **Compensation received**

Manager present:.....

Signature:.....

Witness present:.....

Signature:.....

I have been notified of the above breach and fully understand and accept the reason given for this notice.

Signature of dancer:.....

Date:.....

Copies to: Club Breach Log, Dancer, Head Office

DANCER WELFARE AND EQUALITY POLICY

All customers, staff and dancers will be treated with dignity and respect.

For dancers performing in its clubs Platinum Lace seeks:

- To provide a framework for their welfare and support and to raise their awareness of the importance of their wellbeing.
- To provide a safe, healthy venue in which dancers can perform.
- Ensure dancers performing in its clubs are treated in a fair, sensitive and confidential manner
- Provide pastoral/welfare support
- To provide advice and support in relation to all welfare, safety and health issues as requested

Each Venue will have a nominated female member of staff who will act as a welfare officer should any dancer feel unable to approach a member of the management team. In addition, all dancers will be able to contact either one of the 'House Mothers' at a London Venue for additional advice and support. This information and contact numbers will be displayed on a notice within each Venue and will be made available by the Venue manager. It is anticipated that dancers would continue to approach a member of the management team in the first instance.

Regular Dancer meetings will be held to discuss any issues, suggestions and encourage feedback.

Customer and Dancer Codes of Conduct will be rigorously enforced to avoid potential incidents of sexual harassment or aggressive behaviour. All members of staff are to remain alert and immediately report any suspected incidents of this nature. Dancers are encouraged to do the same.

All employees, including bar staff, waitresses, DJs, receptionists and toilet attendants are considered front line staff and are encouraged to report any matter which causes them concern. Platinum Lace operates its Venues as Gentlemen's Clubs and this standard of behaviour is expected from customers.

Dancers are reminded that for their own safety they must comply with all legal and statutory requirements, the Dancer Code of Conduct, Additional Licence Terms, Restrictions and Conditions

Dancers are fully aware of the significant earning potential within the Platinum Lace brand. To counter any concerns by dancers having to leave their Agreed Attendance due to ill health or emergency, Platinum Lace will not seek compensation as liquidated damages where leaving has been agreed with the Venue management team.

Although dancers are self-employed, the safety and welfare of dancers is paramount. Under no circumstances will any act of discrimination or exploitation be tolerated. Any report of such incidents, either through the management team, welfare officer or the 'House Mothers' will be reported to the Operations Director.

Drinking water will be made readily available during operating hours. Dancers should ensure that they take appropriate breaks and refreshment during Agreed Attendances.

Discounted promotional products for fitness, beauty and clothing made available to Platinum Lace will be brought to the attention of dancers.

Dancers will be fully briefed on Health and Safety, First Aid, Fire Evacuation and security lock procedures applicable to the Venue.

Performances in any part of the Approved Areas must be within a clear sight line of a member of staff so that adherence to the Customer Code of Conduct and Dancer Code of Conduct can be monitored. There should be a member of security or management staff in the Approved Areas at all times when dancers perform.

Changing/Rest Room Policy

Separate shower, changing and toilet facilities will be provided for dancers. Secure storage will be provided where feasible.

No member of staff will enter the Dancer changing room without good cause. Visits are restricted to members of the management team and those expressly authorised by them. Prior to entering the room the staff member must knock on the door and announce themselves. Combination locks may be installed on the door. Signs will be displayed setting out the rules for entering the room.

Drug search policy

Platinum Lace operates a zero tolerance policy to drug possession and/or abuse. Dancers and their possessions may be searched by a nominated member of staff for any illegal drugs. Refusal to agree to such a search may result in an immediate termination of the Dancer Performance Licence and exclusion from all Platinum Lace venues.

Model Release Form

In consideration of my engagement as a model, upon the terms herewith stated, I hereby give to Platinum Lace (London) Limited, its associated and subsidiary cpmpanies, its legal representatives and assigns and those acting with its authority and permission:

- a) The unrestricted right and permission to copyright and use, re-use, publish and republish photographic portraits or pictures of me or in which I may be included intact or in part, composite or distorted in character or form, without restriction as to changes or transformations in conjunction with my own or a fictitious name, or reproduction hereof in colour or otherwise, made through any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other purpose whatsoever.
- b) I also permit the use of any printed material in connection therewith.
- c) I hereby relinquish any right that I may have to examine or approve the completed product or products or the advertising copy or printed matter that may be used in conjunction therewith or the use to which it may be applied.
- d) I hereby release and discharge Platinum Lace (London) Limited from any liability by virtue of any blurring, distortion, alteration, optical illusion or use in composite form whether intentional or otherwise, that may occur or be produced in the taking of said picture or in any subsequent processing thereof as well as any publication thereof including without limitation any claims for libel or invasion of privacy.
- e) I hereby affirm that I am over the age of majority and have the right to contract in my own name. I have read the above authorisation release and agreement, prior to its execution; I fully understand the contents thereof. This agreement shall be binding upon me and my heirs, legal representatives and assigns.

DATED: _____

SIGNED (BIRTH NAME): _____

ADDRESS: _____

CITY: _____

POSTCODE: _____

TELEPHONE: _____

WITNESS ON BEHALF OF Platinum Lace (London) Limited

SIGNED _____

PRINT NAME _____

DANCER PERFORMANCE LICENCE

STEP 2 – PRELIMINARY DISCUSSION WITH MANAGER COVERING

Previous experience as a dancer

| Club | City | Manager | Telephone No. |
|------|------|---------|---------------|
| | | | |

Most recent venues performed at

Reason for ceasing to perform at venues (if applicable)

Found out about Platinum Lace via:

Dance audition completed satisfactorily

STEP 3 – FAMILIARISATION WITH CLUB

Explanation of:

- Requesting stage and podium opportunities schedule**
- Agreed Attendance process and definition**
- Changing room etiquette**
- Payment and charging**
- Explain house rules and code of conduct in detail – signature**
- Copy attached**
- Explanation of additional conditions as part of the Licences**
- Copy attached**
- Explanation of dispute procedure**
- Customer relations and conflict management procedures**
- Arrival and exit procedures for the premises**
- Fire Safety – Health and Safety**
- Incident reporting**
- Application fee paid**

Promotional Opportunities

I am interested in the following:

- TV** **Events** **Newspapers & magazines** **Flyering** **None**

Familiarisation completed

Manager’s signature:.....

Dancer’s signature:.....

Date:.....

MANAGEMENT CHECKLIST

STEP 4

- Preliminary Discussion
- Two forms of identification to include utility bill and photo ID
Passport VISA Review Date _____
- Data Protection Statement requested and received
- Dancer Performance Licence Assessment completed
- Dancer Performance Licence completed
- Code of Conduct fully explained and completed
- Additional Licence, Terms, Restrictions and Conditions
- Explained and displayed copy shown
- Dispute procedure explained and completed
- Formal procedures completed
- Tour of Building completed
- Awareness of fire exists and Health & Safety procedure
- Dancer Welfare policy explained
- Release form included (if required)
Envelope completed (with photo attached)

MEDICAL QUESTIONNAIRE

STEP 5 We will not contact your doctor without your prior written consent.

1. Are you currently taking or have been prescribed medication (excluding contraceptives)? **Yes /No**

If Yes, please give further details:

2. Are you currently receiving treatment for any physical or mental condition? **Yes / No**

If Yes, please give further details;

3. Do you suffer from any injury, illness, medical condition or allergy that might affect your ability to perform your duties? **Yes / No**

If Yes, please give further details:

4. Do you consider yourself to have a disability? **Yes / No**

If Yes, please give further details:

Data Protection Notice

The Company requires certain information before you start employment, to ensure you will be able to perform the requirements of the job and give reliable service, and to ensure compliance with relevant Health and Safety regulations. The information is also required in order to establish whether any reasonable adjustments may need to be made to assist you in performing your duties, in accordance with the Equality Act 2010. The information you provide will be treated in the strictest confidence, and used only for the purposes detailed above in compliance with the General Data Protection Regulation as implemented by the Data Protection Act 2018.

Declaration

I confirm that the information given in this Questionnaire is complete and accurate to the best of my knowledge.

Signed: _____

PRINTED: _____

Date: _____

PL LONDON DANCER INDUCTION

THIS IS A NO CONTACT CLUB.

DURING YOUR PERFORMANCE WITHIN A DANCE BOOTH OR VIP ROOM THERE MUST BE NO CONTACT BETWEEN THE DANCER AND CUSTOMER, WHETHER THEY ARE MALE OR FEMALE. THE SAME RULES APPLY WITH ANOTHER DANCER... THE RULE ALSO APPLIES IF YOU ARE DRESSED

PLEASE READ YOUR CONTRACT THOROUGHLY BEFORE YOU SIGN IT AND DO NOT

HESITATE TO ASK ANY QUESTIONS REGARDING IT.

WHEN YOU TAKE A CUSTOMER FOR A DANCE, TAKE HIM BY THE HAND AND LEAD HIM TO THE DANCE BOOTH OR VIP. YOU ARE EXPECTED TO CONTROL YOUR CUSTOMER DURING A DANCE, IT IS GOOD PRACTICE BEFORE STARTING THE DANCE THAT YOU PLACE THE CUSTOMERS HANDS TO HIS SIDE OR ASK THAT HE EVEN SITS ON THEM! IF A CUSTOMER TRIES TO TOUCH YOU DURING THE DANCE YOU MUST BE SEEN TRYING TO STOP OR AT LEAST CONTROLLING HIM. THE LAST THING WE WANT IS TO INTERVENE ON A DANCE UNLESS NECESSARY, IF THE CUSTOMER PERSISTS, STOP THE DANCE, STEP BACK AND INFORM A MEMBER OF SECURITY. IF YOU FAIL TO REACT TO A CUSTOMER REPEATEDLY TRYING TO TOUCH YOU SECURITY WILL INTERVENE AND YOU MAY BE ASKED FOR COMPENSATION AT THE CONCLUSION OF THE DANCE FOR ALLOWING THE CUSTOMER TO TOUCH YOU.

PLEASE DO **NOT** ATTEMPT TO TIP A MEMBER OF SECURITY PRIOR DURING OR AFTER A DANCE AS THIS COULD BE SEEN AS A FORM OF BRIBERY AND SUBSEQUENTLY THE DISMISSAL OF YOURSELF AND THE SECURITY MEMBER. IF YOU WOULD LIKE TO TIP A MEMBER OF SECURITY THEN PLEASE DO SO AT THE END OF YOUR SHIFT IN THE MANAGER'S OFFICE

YOU SHOULD ALWAYS GET YOUR MONEY FOR A DANCE OR VIP BEFORE YOU START YOUR DANCE OR TIME.

SINGLE DANCE AND VIP ROOM FEES

YOU MUST EXPLAIN THE FEES FOR SIT DOWNS BEFORE ENTERING A VIP ROOM, IT IS YOUR JOB TO DO THIS AND **NOT** THE CHIP GIRLS. IF YOU ARE GOING TO DO A VIP THEN TRY AND INFORM A MEMBER OF STAFF AS YOU MAY NEED HELP WITH FINDING A VACANT VIP ROOM. ONCE IN THE VIP ROOM A MEMBER OF STAFF WILL APPROACH YOU AND ASK WHETHER YOU ARE GETTING PAID IN CHIPS OR CASH. THE WAITRESS WILL ALSO COME AND ASK FOR YOUR DRINKS ORDER. ONCE YOU HAVE BEEN PAID, YOUR TIME IN THE VIP WILL START AND AS SUCH BE RECORDED. YOU ARE LIABLE TO PAY A ROOM FEE PER YOUR TIME WHICH WILL BE COLLECTED AT THE END OF YOUR SHIFT BEFORE LEAVING. WE DO **NOT** CHARGE CUSTOMERS FOR MORE TIME UNTIL THEIR PAID TIME HAS CONCLUDED

THE INDUSTRY STANDARD FOR A DANCE IS A MINIMUM OF £20 PER DANCE PER SONG, ALL CUSTOMERS ARE EXPLAINED THIS AT THE FRONT DOOR UPON ENTRY. PLEASE DO NOT TRY TO SELL A DANCE BY MENTIONING NAUGHTY FORTY OR FILTHY FIFTY ETC ETC

CLUB RULES

YOU MUST **NOT** OFFER A CUSTOMER MORE THAN A DANCE IN ORDER TO TRY AND GET HIM TO SPEND MORE MONEY

YOU MUST **NOT** STATE THAT A VIP IS MORE INTIMATE OR PRIVATE ETC BUT EXPLAIN RATHER THAT IT IS MERELY MORE TIME SPENT IN A SEMI DECADENT OR LUXURIOUS SURROUNDING
YOU MUST **NOT** AGREE TO MEET A CUSTOMER OUTSIDE OF THE CLUB AT THE CONCLUSION OF YOUR SHIFT.

YOU MUST CERTAINLY **NOT** ACCEPT MONEY TO MEET A CUSTOMER OUTSIDE, THIS APPLIES EVEN IF YOU HAVE NO INTENTION OF MEETING THEM!

DANCERS ARE **NOT** PERMITTED TO GIVE OR RECEIVE PHONE NUMBERS FROM CUSTOMERS, IF A CUSTOMER OFFERS YOU THEIR BUSINESS CARD YOU CAN TAKE IT BUT MUST HAND IT OVER TO MANAGEMENT.

WE PERFORM REGULAR DRUG SEARCHES, ANY DANCER FOUND WITH DRUGS ON THEIR PERSON WILL FACE INSTANT DISMISSAL. IF A CUSTOMER ASKS YOU TO GET THEM DRUGS OR OFFERS YOU DRUGS YOU MUST REFUSE THEM AND INFORM A MEMBER OF STAFF AS SOON AS YOU CAN.

YOU MUST **NOT** APPROACH A CUSTOMER WITHOUT A DRINK, THIS APPLIES AT THE BAR OR ON THE FLOOR. YOU MUST **NOT** STAND AND WAIT AT THE BAR ENTRANCE WAITING FOR CUSTOMERS TO COME IN AND OR THEN CHASE THEM TO TABLES! THE RULE THAT APPLIES IS THAT WHOMEVER IS SAT CLOSEST TO THE GUESTS AT THE TIME THEY ARE SEATED GETS THE FIRST OPTION TO APPROACH. THERE MUST BE ONLY ONE GIRL PER CUSTOMER WHEN APPROACHING A TABLE, IT IS FAR TOO INTIMIDATING FOR CUSTOMERS AND LOOKS TERRIBLE! PLEASE DO **NOT** ARGUE WITH SECURITY IF YOU ARE ASKED TO MOVE AWAY

NO CHEWING OF GUM IS ALLOWED ANYWHERE IN THE CLUB INCLUDING THE CHANGING ROOM.

NO MOBILE PHONES TO BE USED OUTSIDE THE CHANGING ROOM.

NO GLASSES ALLOWED WITHIN THE DANCERS CHANGING ROOM.

IF YOU SMOKE YOU MUST GET CHANGED INTO YOUR OWN CLOTHES AND TAKE A SMOKING JACKET FROM THE DJ STAND, GO TO THE FRONT DOOR, SMOKE ONE CIGARETTE AND COME BACK. ONLY 3 GIRLS ARE ALLOWED AT THE FRONT DOOR AT ANY ONE TIME!

IF YOU DO **NOT** WANT TO DRINK ALCOHOL, ASK THE BAR/WAITRESS FOR A STRAW WITH YOUR DRINK, IE: VODKA & ORANGE WITH A STRAW... THEY WILL SERVE YOU JUST ORANGE JUICE MINUS THE ALCOHOL

WHEN THE DJ CALLS YOUR NAME YOU MUST GO TO THE DESIGNATED STAGE BEFORE THE DANCER HAS FINISHED IN ORDER TO BE READY TO TAKE OVER FROM HER, PLEASE DO NOT LEAVE THE STAGE UNTIL A DANCER HAS COME TO TAKE OVER FROM YOU. WE MUST NOT LEAVE THE STAGE BLANK

YOU MUST ALWAYS REMOVE YOUR DRESS AND DANCE THE 2ND SONG IN YOUR G-STRING ONLY!

IF YOU ARE IN A VIP/DANCE BOOTH AND HEAR YOUR NAME CALLED, DO NOT WORRY AS SECURITY WILL LET THE DJ KNOW THAT YOU ARE DANCING.. OTHERWISE YOU MUST GO TO THE STAGE.. NO EXCUSES PLEASE!

THE CLUB EMPLOYS MYSTERY SHOPPERS.. WE DO **NOT** KNOW WHO THEY ARE OR WHEN THEY ARE COMING SO YOU MUST BE ON YOUR BEST BEHAVIOUR AT ALL TIMES, PLEASE BE AWARE THAT ANY CUSTOMER COULD BE A MYSTERY SHOPPER WHO WILL REPORT BACK EVERY PART OF THEIR EXPERIENCE IN DETAIL!! YOUR NAME, WHAT YOU WERE WEARING, YOUR HAIRSTYLE, WHAT COUNTRY YOU ARE FROM....WHETHER THERE WAS CONTACT IN YOUR DANCE, COULD YOU GET HIM DRUGS, DID YOU TAKE HIS NO? WOULD YOU MEET HIM AT A HOTEL? ETC ETC. WHEN WE RECEIVE THE WRITTEN COPY OF A VISIT, MANAGEMENT WILL REVIEW IT. IF THERE IS DANCER/S MENTIONED WHO HAVE BREACHED THE CLUBS CODE OF CONDUCT, DEPENDING ON THE SEVERITY OF THE BREACH THEN YOU WILL BE ASKED FOR COMPENSATION, POSSIBLY SUSPENDED OR EVEN DISMISSED

HOUSE FEES & SHIFTS

HOUSE FEES MUST BE PAID UPON ARRIVAL FOR YOUR SHIFT, ALL SHIFTS MUST BE BOOKED BY THE FRIDAY BEFORE AT THE LATEST FOR THE FOLLOWING WEEK. THE HOUSE MUM OR RECEPTIONIST WILL ASK YOU FOR THEM. YOU MUST STICK TO THE SHIFTS THAT YOU BOOK, IF YOU WISH TO CHANGE A SHIFT YOU MUST DO THIS IN ADVANCE WITH RECEPTION.

IF YOU WANT TO CANCEL A SHIFT YOU MUST GIVE ADEQUATE NOTICE (AT LEAST 24 HOURS) YOU WILL BE GIVEN A MAKE UP SHIFT FROM RECEPTION TO MAKE UP FOR THE CANCELLED SHIFT... YOU MUST COME TO THAT SHIFT. IF YOU FAIL TO SHOW UP TO YOUR MAKE UP SHIFT YOU MAY END UP OWING THE CLUB COMPENSATION FOR THE LOSS OF INCOME.

IF YOU ARE SICK AND CANNOT MAKE A SHIFT PLEASE LET US KNOW AS EARLY AS POSSIBLE AS WE NEED TO KNOW WHICH DANCERS ARE WORKING AND WHEN, JUST DECIDING NOT TO SHOW UP MAKES IT VERY DIFFICULT TO MANAGE THE ROTA!

ENTERING AND EXITING THE CLUB

ALL DANCERS HAVE AROUND 30 MINUTES FROM THE TIME THEY ARRIVE TO GET READY AND BE ON THE FLOOR. WE HAVE A SHOWER IN THE CHANGING ROOM AND TOILETS, DANCERS ARE ONLY PERMITTED TO USE THESE TOILETS, THE CUSTOMER TOILETS IN THE CLUB ARE FOR CUSTOMERS ONLY! YOU MAY ONLY USE THOSE TOILETS IF THE MANAGEMENT HAVE APPROVED IT.

DANCERS MAY POP OUT TO GET FOOD ONCE THEY HAVE BEEN ON THE FLOOR. IF A DANCER HAS DONE A DOUBLE SHIFT SHE WILL BE PERMITTED TO GO OUT FOR 30 MINUTES TO EAT OTHERWISE FOOD SHOULD BE BROUGHT BACK AND EATEN IN THE CHANGING ROOM. EVERY TIME A DANCER LEAVES THE PREMISES IT MUST BE AUTHORISED BY MANAGEMENT OR THE HOUSE MUM, THE DJ SHOULD BE INFORMED ALSO SO HE DOESN'T CALL YOU TO THE STAGE!

THERE IS NO LEAVING THE CLUB FOR FOOD AFTER MIDNIGHT.

AT THE END OF EVERY SHIFT (DAY OR NIGHT) YOU MUST SEE THE MANAGER ON DUTY TO LEAVE, IF YOU LEAVE WITHOUT PERMISSION YOU COULD FACE DISMISSAL. THE MANAGER ON DUTY WILL GIVE YOU A SLIP THAT YOU MUST PRESENT TO SECURITY ON THE FRONT DOOR AS YOU LEAVE. SECURITY WILL ASK YOU HOW YOU ARE GETTING HOME, THEY WILL WRITE DOWN YOUR RESPONSE WHETHER IT BE TAXI, BUS OR DRIVING YOURSELF. THIS IS FOR YOUR OWN SAFETY. PLEASE DO **NOT** HESITATE TO ASK A MEMBER OF SECURITY TO WALK YOU TO YOUR VEHICLE IF YOU FEEL THE NECESSITY. YOUR SAFETY IS OUR PRIMARY CONCERN.

WE HOPE YOU ENJOY WORKING HERE, PLEASE DO **NOT** HESITATE TO ASK US FOR ANYTHING

THANK YOU AND GOOD LUCK!

DANCER INFORMATION, PLATINUM LACE, LONDON

DANCER ENTRANCE

The House Fees must be paid in full at Reception on arrival.
Reception or House Mother will also be taking your schedules.

| WEEK DAYS | DAY SHIFTS Last Entry 5pm | NIGHT SHIFTS Last Entry Midnight | DRESS CODE |
|-----------|------------------------------|-------------------------------------|--|
| MONDAY | 3PM – 9PM | 8PM- 6AM | Long Dress b4 12 3piece Lingerie Short dress after |
| TUESDAY | 3PM – 9PM | 8PM – 6AM | Long Dress b4 12 3piece Lingerie Short dress after |
| WEDNESDAY | 3PM – 9PM | 8PM – 6AM | Long Dress b4 12 3piece Lingerie Short dress after |
| THURSDAY | 3PM – 9PM | 8PM – 6AM | Disco Divas Boob tube or Sparkly dresses |
| FRIDAY | 3PM – 9PM | 8PM – 6AM | Long Dress b4 12 3piece Lingerie Short dress after |
| SATURDAY | 3PM – 9PM | 8PM – 6AM | Lingerie night |
| SUNDAY | | 6PM – 3AM Last Entry 10pm | Lingerie Night |

HOUSE FEES

| WEEK DAYS | DAYS | NIGHTS |
|----------------------|---|--|
| MONDAY - SATURDAY | £25 Before 3pm £35 3pm-4pm £45 4pm – 5pm Last Entry 5pm | £75 Between 7-9pm £85 Between 9-10pm £100 After 10pm |
| SUNDAY | £25 before 6pm £45 6pm-8pm £65 After 8pm Last Entry 10pm | |

DOUBLE SHIFTS

If you want to work a double shift, regardless of what time you arrive in the club for the day shift, you must return to the reception at 9pm and pay an additional £35 house fee to work through The night shift. NIGHT SHIFT DANCERS MUST NOT ENTER THE FLOOR UNTIL 8PM

5th NIGHT PROMOTION

If you work 4 nights in one week, you can claim one day OR night shift (before 9pm) for £35, but this night must be taken on a Sunday or Monday. (This will not include the £35 night each week it has got to be 4 paying nights to obtain a £35 night) If you work more than 4 shifts per week your 5th shift and over will be £35. You must be in before 9pm to get this.

RECEPTION WILL ALSO COLLECT £3 FOR YOUR HOUSE/MOTHER EVERY NIGHT

SCHEDULES

Every dancer should work a minimum of 4 shifts per week.

Each dancer should commit to working a Sunday, Monday or Tuesday shift per week as part of their schedule. Your first week should contain a Saturday night and a Monday day shift!!!!

Schedules should be sent by text to **07541196894** by Friday afternoon for the following week.

You can also book your schedules before that time with reception or House Mother on arrival to work.

If you arrive without scheduling you may be refused entry or expected to pay a higher house fee.

If you need to cancel your shift you should give us reasonable notice prior to your cancellation.

If you cancel a shift, or do not show up to a shift you will be sent a text by management with a shift that they want you to work instead, this is called a Make-up Shift.

YOU CANNOT CANCEL A MAKE-UP SHIFT! If you do not show up to a Make-Up Shift you will have to pay compensation as liquidated damages to the club.

The compulsory Sunday, Monday or Tuesday shift cannot be cancelled.

PRESENTATION

Your house mother will inspect each dancer on a nightly basis to ensure you are presented and groomed to perfection. You must take advice and make changes if requested to do so without argument to ensure you continue to work for Platinum Lace. We want the most beautiful girls in London to attract the best customers.

DRESS CODE

Long dresses **must** have matching colour underwear and be full length to the ankle. No stockings with a long dress.

Lingerie must be beautiful **matching 3 piece sets**. Stockings **MUST** be worn with lingerie. Corsets and baby dolls are also permitted.

No swimwear.

No trousers or hot pants.

PRESENTATION

Hair and makeup should be to exceptional standards.

Earrings, necklaces are to be worn – not fashion jewellery but costume jewellery such as diamantes.

Shoes with a minimum of a 3 inch heel, fashion heels as well as dancer shoes are permitted.

Nails should be manicured and painted at **all** times.

Hair must be clean and well groomed. Hair Extensions must be in good condition.

Wigs are **not** acceptable!

No Facial Piercings allowed.

Please ensure that you check your hair and make-up throughout your shift

NO STRONG PERFUME OR BODY GLITTER AND CREAMS WITH SHIMMER..EVER!!

CHANGING ROOM

You have 30 minutes changing time!!! So make sure Make-up or hair is prepared at home.

No glasses permitted in the changing room

Keep the changing room tidy at all times and only use the toilets in the changing room

All bags must be placed inside a locker or underneath the dressing table tops.

Toiletries are supplied by the house mother if you have forgotten something. You should tip if you use them.

Lockers are available £1 per night for small, £2 per night for large. Please use them as we accept no responsibility for stolen or lost property. All belonging left in the changing room have to be taken home, daily. Any belonging left behind will be considered as not wanted.

STAGE PERFORMANCES

DJ will call you twice before you are due to perform.

Main Stage is the one with the waterfall. Cocktail stage is in front of the bar.

You dance 2 songs, one dressed, and one topless.

Perform means perform – tantalize your audience, look like your enjoying it.

Be ready to go on stage before the previous dancer finishes and never leave the stage before your replacement girl arrives.

If you miss your stage performance you will OWE COMPENSATION AS LIQUIDATED DAMAGES.

APPROACHING CUSTOMERS

YOU WILL BE IN BREACH OF CODE OF CONDUCT IF YOU APPROACH CUSTOMERS WITHOUT DRINKS

Never approach a customer before they are served their drinks, even if they talk to you, you must not engage in conversation with them until they have been served and the waitress has left the table.

Never wait by Reception door waiting for Customers to come into the club.. It is intimidating and looks bad!

Never queue behind customers waiting for the waitress to move away

Always introduce yourself by name and offer to take the customer around the club to show him the VIP rooms and dance areas.

If a customer is rude in anyway, move away and inform security.

If you are sitting with a customer for more than 15 minutes and not secured a dance or a sit down Move on! To give the customer freedom of choice!!

DANCES

The guideline for topless dances is £10 and they can be performed on the main floor or in dance booths.

The Guideline for nude dances is £20 and must be performed in dance booths or in the VIP Rooms (if on a sit down)

You do not pay any commission if you receive cash for single dances.

You may accept chips issued by the Koru Chip Company and sold by its agent Koru Services Limited for dances. Koru Services will charge a 20% commission on redemption

2 for 1 Dances may be called by the DJ this means you dance for 2 songs for the price of one.

This is a NO CONTACT VENUE – Ensure you understand the Code of Conduct.

Even if you are dancing with another dancer – no contact still applies. No Girl on Girl!

Never let a customer touch you – for your safety stop the dance and inform security.

If you are doing more than one dance for a customer, ensure he knows it's chargeable each time.

Any more than three dances will constitute as a 15 minute sit down... so watch your time spent in a booth.

No putting feet on the furniture at any time.

No straddling, sitting on customers whilst doing a dance. You cannot sit on a Customer's lap once you enter a booth or a VIP even if fully clothed.

YOU MAY SIT ON CUSTOMERS LAP WHILST DRESSED ON THE MAIN FLOOR.

SIT DOWNS

We have different grades of Sit Down / VIP Rooms.

High Grade - Customers must spend minimum of £300 on alcohol as well as your sit down fees.

Medium Grade - Customers must purchase a bottle of house Champagne as well as your fees

Sit Down Charges - Guidelines are £180 per 15 minutes, £300 per Half Hour, £600 per Hour. You can ask for a tip on top of those fees.

Sit down Commission to Club - For VIP's £15 Per 15 minutes, £30 Per Half Hour, £50 Per hour.

As soon as you agree a sit down you must confirm it with a member of security or management.

Failure to inform us will result in us charging you what we think you owe for the time spent.

Sit Downs should include dances, but dances should not be charged extra.

You will be taken off the stage performances when you are on a sit down.

Request and confirm your money in advance and explain all the charges to the customer. This

includes the fee charged by Koru Services Limited if the customer is paying with a credit card. Any disputes regarding payments between yourself and the customer are then minimised.

CUSTOMER PAYMENTS

Customers can pay for dances or sit downs by cash or credit card.

If the customer is paying by credit card he will purchase Koru Chips supplied by the Koru Services

Company Limited. You must request a Koru Services Chip Girl via security or the waitresses. She

will carry out the transaction and charge the customer an additional 20% for using a credit card.

The dancer also pays 20% commission to Koru Services Limited when she redeems the chips.

Dancers cash their chips in at the end of every night. **It is YOUR job to explain all charges to the customer NOT the chip girls!!**

SALES

Help us to help you. The more money the club makes the better it is for all who work here.

Therefore when a customer asks you if you want a drink, ask for champagne or suggest getting a

bottle of alcohol. If you do not drink, ask for the drink with a straw, ie vodka and coke with a straw

or a dancer cocktail - this means your drink will be delivered without alcohol.

IMPORTANT RULES

Always inform us if you are being collected by a male outside the club when you finish work

Do not use your mobile phone on the floor - liquidated damages will be owed

Do not chew gum - liquidated damages will be owed.

Do not leave the club without permission from a manager - Instant dismissal.

Do not arrange to meet customers outside of the club... This is a serious breach of code of conduct and will lead to instant dismissal!

SMOKING

Dancers must change into their normal clothes....then collect a jacket from the DJ stand and go to

the front door to smoke... No more than 2 girls are permitted to be on the front door at any time

and dancers must always inform DJ and House mum if they are going. Only one cigarette must be smoked at a time.

You can purchase Vapesticks from the bar to ease the need to smoke.

LEAVING THE CLUB FOR FOOD

You may also leave the club for food with permission from management. Any time you do leave the club you must tell the DJ at all times otherwise you will owe compensation as liquidated damages if you miss the stage when he has called you. You have a maximum of 15 minutes and the food should be purchased and bought back to the club to eat. Exit through the front door and return that way. No food runs after 12pm midnight unless discussed with Housemother.

PROMOTIONS

This is hugely important to the success of the club to encourage customers to come in.

We do outside external events at boxing dinners, charity black tie dinners etc and require good hard working reliable hostesses, You will be able to bring customers back from these events and will get priority over dancers who didn't do the event!! If you are interested then let us know.

House Managers

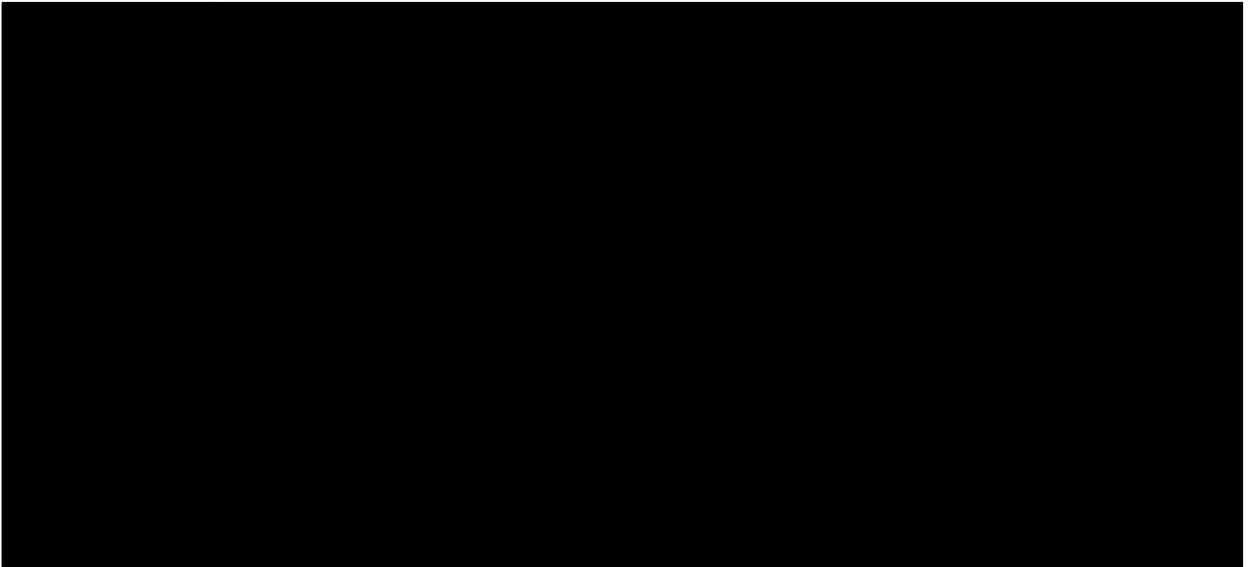
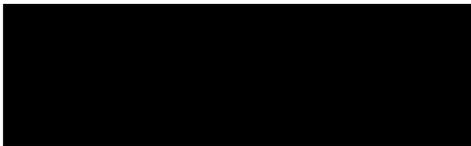


EXHIBIT SW2
TO WITNESS STATEMENT
OF 

Platinum Lace London

| Date | Num | Memo | Amount |
|---------------------------------|-------------------|---|---------------------|
| 26/01/2011 | 8161 | WO#: 4642 CCTV Fault Call | 78.00 |
| 18/04/2011 | 8284 | WO#: 4774 Move Cam & Mics | 450.00 |
| 01/06/2011 | 8342 | WO#: 4806 Mobotix HD Camera on Entrance | 810.00 |
| 23/06/2011 | 8361 | WO#: 4849 Mics & Camera in Reception | 1,967.70 |
| 25/11/2011 | 8520 | #6051 CCTV Repair | 114.00 |
| 29/02/2012 | 8635 | #6235 CCTV Upgrades | 6,936.00 |
| 12/03/2012 | 8656 | #8197 CCTV Additions | 2,920.31 |
| 12/07/2012 | 8804 | #8508 Basement Cameras | 1,764.00 |
| 20/08/2012 | 8851 | #8616 Front Camera | 322.80 |
| 20/09/2012 | 8889 | #8677 Cloakroom, dvr footage & Cam repair | 450.00 |
| 18/10/2012 | 8920 | #8764 DVR Config | 90.00 |
| 26/10/2012 | 8933 | #8787 Camera front interference | 354.00 |
| 28/11/2012 | 8968 | #8861 CCTV DVR | 2,064.00 |
| 31/01/2013 | 9041 | CCTV Screens /Remote View | 1,140.00 |
| 09/05/2013 | 9159 | #9590 camera psu behind freezer | 217.20 |
| 11/05/2013 | 9184 | #9620 Camera PSU Fault | 220.00 |
| 14/02/2014 | 9497 | New VIP area Cameras | 730.80 |
| 06/03/2014 | 9536 | increase recording capacity on main DVR's in accordance with license | 600.00 |
| 18/04/2014 | 9598 | Relocate cameras from basement store area to new stores | 420.00 |
| 13/06/2014 | 9678 | 6.0tb DVR Payment Booth Video & Audio Recording | 1,570.80 |
| 17/07/2014 | 9717 | Replace two failed cameras one above bar till and one in rear seating area. | 385.80 |
| 21/01/2015 | 9908 | replace three cameras | 564.00 |
| 30/11/2015 | 10307 | Remote support to CCTV Fault | 42.00 |
| 01/01/2016 | 10303 | Camera works / additions | 1,326.00 |
| 17/02/2016 | 10427 | Mic pre-amp replacement | 294.00 |
| 13/05/2016 | 10516 | CCTV upgrades and additions | 7,197.60 |
| 15/06/2016 | 10560 | Replacement DVR | 1,074.00 |
| 13/09/2016 | 10692 | Replace DJ Camera | 227.04 |
| 24/10/2016 | 101016 | Urgent VIP CCTV installation | 2,358.00 |
| Total | | | 36,688.05 |
| | | | 13,082.64 |
| | | | <u>23,605.41</u> |
| <i>CCTV EXPENDITURE.</i> | | | |
| — | | | |
| <i>Plus upgrades since 2015</i> | | | 18,582.34 |
| | | | <u>42,187.75</u> |

Duplicated at SW4

EXHIBIT SW3
TO WITNESS STATEMENT
OF 

Dirty Star 8th Jan 2016



Coronation Street's Beverley Callaghan reveals all on shock hearing



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Popular lapdancing club secretly filmed showing punters breach 'no touching' rules

A LAPDANCING club is under investigation after punters were filmed openly flouting strict "no touching" rules inside.

By [redacted] / Published 8th January 2016



STRICT: Most lapdancing clubs forbid punters to touch dancers

And two dancers – understood to be called [REDACTED] – were captured on film encouraging male punters to grope them.

Bosses at Westminster City Council are sending a team of license inspectors to Platinum Lace Gentleman's Club in London's West End this week after viewing the covert footage.

The club – between Piccadilly and Leicester Square in central London – is a favourite with celebs including [REDACTED] host of Premier League footballers.

And the New Zealand rugby team which triumphed in the recent world cup reportedly celebrated their win at the club.

PROMOTED STORY



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(The Top 10 Best Providers)

There is no suggestion they broke 'no touching' rules put in place by the licence.



CELEB HAUNT: The club was visited by the New Zealand rugby team after they won the recent Wo...



HELP: Two lapdancers were shown to be encouraging male punters to touch them

Footage has emerged showing two dancers dancing for two men and encouraging them to grope their breasts and slap their buttocks.

An eight-minute long video -- filmed on October 13 - shows a brunette dancer who calls herself [REDACTED] dancing for a male customer in a private VIP booth.

The Romanian is known for dating a string of Romanian international footballers, but is believed to currently be single.

During the dance the punter clearly gropes both of the dancer's breasts.

In a second video another dancer, known as [REDACTED] grabs a customer's hand and places it on her breast before allowing him to remove her pink underwear.



INSPECTION: A license team from Westminster Council will now investigate the footage

The video – filmed at the club on December 4 – also shows the dancer allowing the punter to touch her between her legs – as well as encouraging him to slap her bum.

A spokesman for Westminster City Council confirmed that it was investigating the alleged breaches, adding: "Our licensing team has reviewed the video evidence and will be contacting the venue to discuss it."

He said the footage was "clearly not in keeping with the conditions" of the licence and said investigators would be visiting the club this week.

A spokesman for Platinum Lace confirmed the club was holding an internal investigation into the evidence shown in the videos.

The spokesman, who gave his name as ██████ said, the club was "conducting an internal investigation, but refused to comment further.

Club owner ██████ who owns a similar gentleman's club in Covent Garden, said last night: "Operators know the rules and should operate accordingly."

CUTTING EDGE ANIMATRONICS!



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- **Is [REDACTED] engaged?** Girlfriends caught with matching rings
- **WATCH:** **[REDACTED]** spanks near-naked dwarf during lapdance (yes, really)



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IN ASSOCIATION WITH
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NEWS

Girls at top celeb lap-dancing club 'flout no touching laws by letting punters grope them'

Westminster City Council is now investigating Platinum Lace in central London after allegations over some of its dancers

SHARE

By [Redacted]
19: [Redacted] 7 JAN 2016



5°C SHOP DISCOUNTS OFFERS BINGO DATING JOBS FUNERAL NOTICES HOROSCOPES C



Platinum Lace lap dancing club in central London is being investigated over claims some of its dancers are allowing punters to touch them (Image: FameFlynet)

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One of London's favourite celebrity lap-dancing haunts is being investigated over a claim some of its dancers are openly flouting strict no touching laws.

Platinum Lace - which is popular with high profile stars - is being probed by Westminster City Council over an allegation of 'impropriety' surrounding their glamorous lap dancers.

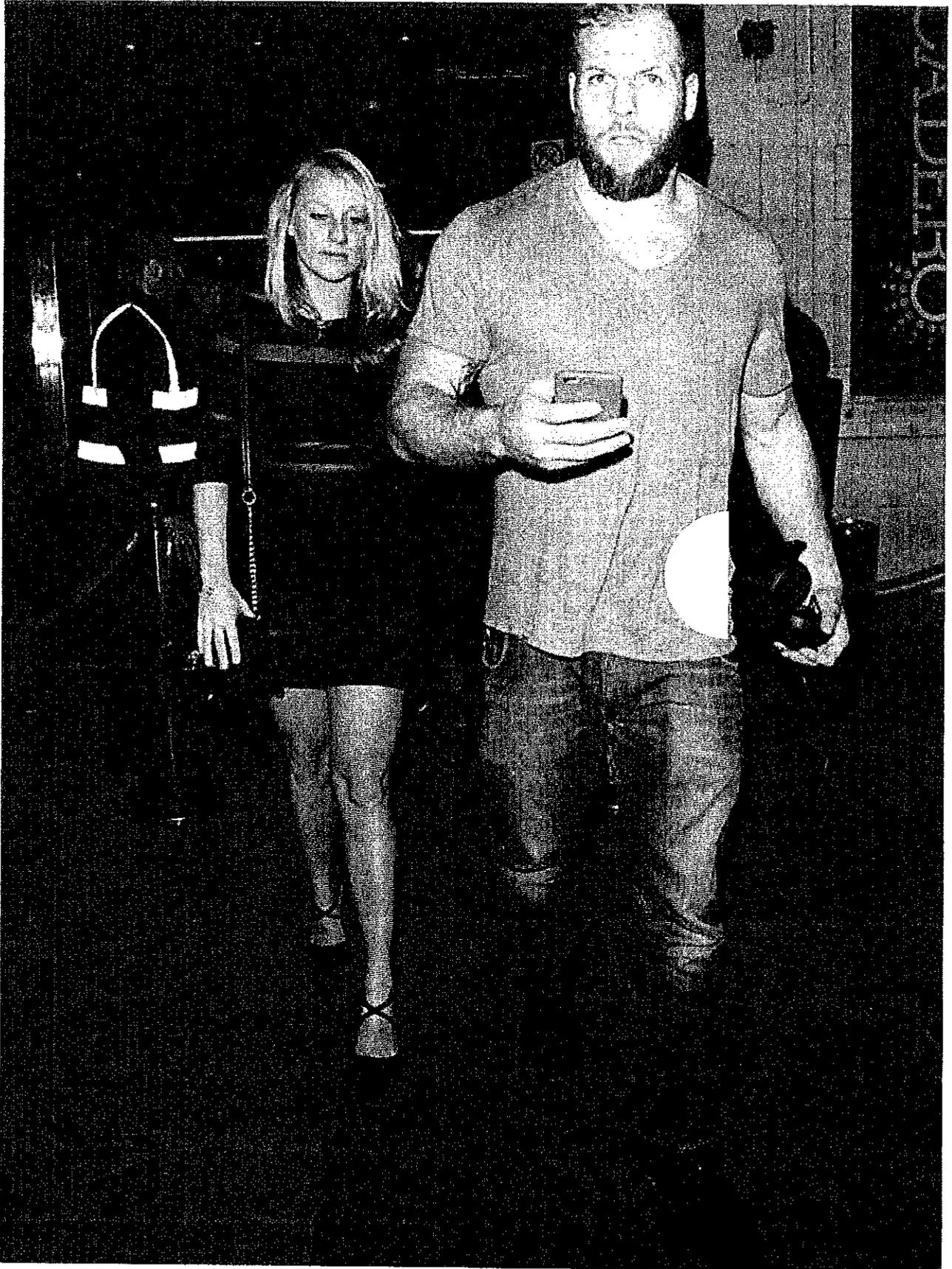
The dancers - many of whom are Eastern European - are employed by the club and are governed by rigid council bye laws which forbid them to allow any of the customers to touch them.

However, a number of their girls have allegedly allowed themselves to be groped by male customers in their VIP booths during dances which are offered at a minimum of £20 a time.

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5°C SHOP DISCOUNTS OFFERS BINGO DATING JOBS FUNERAL NOTICES HOROSCOPES C





5°C SHOP DISCOUNTS OFFERS BINGO DATING JOBS FUNERAL NOTICES HOROSCOPES C

The well-known venue is based at the Trocadero between Picaddilly and Leicester Square in Central London and is a popular haunt for the rich and famous including [REDACTED] and a host of Premier League footballers.

Only last month the New Zealand rugby team celebrated their World Cup win at Twickenham by partying at the club from midnight till dawn.

They were joined at the venue by England player [REDACTED] and his girlfriend [REDACTED]

None of the above mentioned people are in any way implicated in the allegations and there is no suggestion of any wrongdoing.

The council is investigating alleged practices at the club that dancers are openly breaking the council regulations, including two dancers who it's claimed were groped by customers on the premises.



5°C [SHOP](#) [DISCOUNTS](#) [OFFERS](#) [BINGO](#) [DATING](#) [JOBS](#) [FUNERAL NOTICES](#) [HOROSCOPES](#) [C](#)

[REDACTED] outside Platinum Lace club. She is not implicated in the allegations (Image: Fameflynet)

A video taken in the club also shows a blonde dancer placed a customer's hands all over her body at the London venue.

The world-famous Trocadero is currently being turned into a 583-room three star hotel, due to open in 2017, and brags that it will be the West End's biggest budget hotel, charging around £100-a-night.

A spokeswoman for Westminster City Council confirmed that they were investigating the claims, saying: "Our licensing team has reviewed the video evidence and will be contacting the venue to discuss."

Famed club impresario **[REDACTED]**, who owns a similar gentleman's club in Covent Garden, said last night: "Operators know the rules and should operate accordingly.

"Westminster Council usually take great care to ensure licences are not breached."



  5°C SHOP DISCOUNTS OFFERS BINGO DATING JOBS FUNERAL NOTICES HOROSCOPES C

LOADING

Platinum Lace bills itself as a "next generation Gentleman's Club" and has a further four lap dancing venues in Brighton, Norwich, Leicester and Glasgow. They are also planning to expand and open a further club in Central London this year.

On their company website the club boasts: "Our Bar & Gentlemen's Club continue to be remodeled and enhanced to bring you the best in Adult Entertainment

"Platinum Lace provides the very best and most exclusive clubs in the U.K. and raises the standard for premium entertainment for both men and women. All of our beautiful dancers are highly trained in the art of sensual striptease and pole dancing."

The dancers offer fully nude personal dances from £20 a time in private booths at the club with further access to the VIP lounges starting at £150.

The licence granted by Westminster City Council states that punters should not be allowed to touch dancers - and that notices should be pinned up at each table advertising the 'no touching rule'.

It states: "There shall be no full bodily contact between customers and the dancers except for the placing of money or vouchers into the hands of the dancers at the beginning or conclusion of the performance.

"Notices to this effect shall clearly be displayed at each table and at the entrance to the premises.



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It also states that dancers should not take telephone numbers from punters and that 'there shall be no indecent conduct between the customer and any other person within the premises'.

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The licence adds: "At all times customers will behave in a decent and appropriate manner.

"Any customers not acting in accordance with these codes of conduct (at the management's discretion) be asked to leave the premises."

A spokesman for Platinum Lace said they were conducting their own investigation, and had no comment to make.

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didn't ring dad on
Christmas Day again this year'

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THE WHO

The Who's [redacted] and [redacted] have not spoken for a year

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TRIPADVISOR

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68

Celebrity lap dancing club that hosted Tory amid 'touching' claims in fight for licence

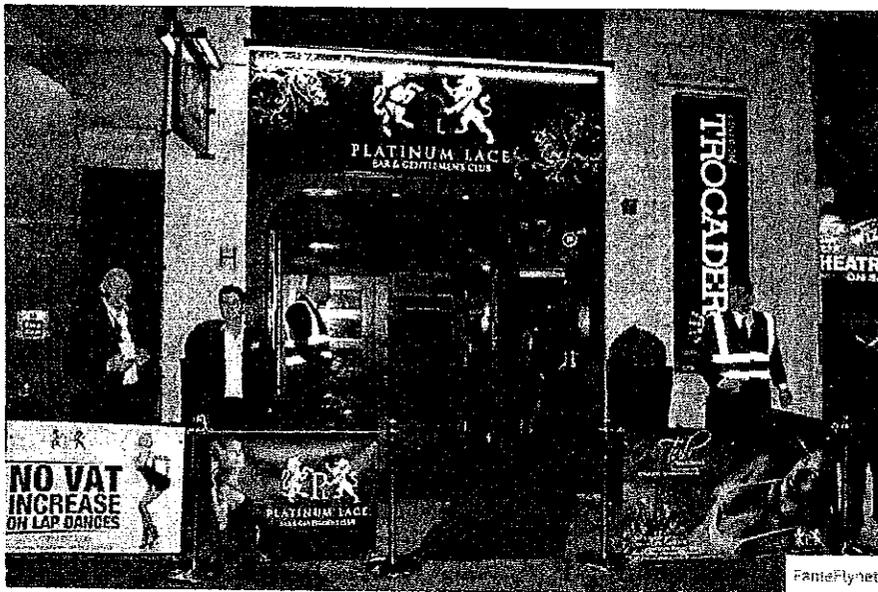
11.07, 14 OCT 2016 BY STIAN ALEXANDER

The x-rated club is popular with the likes of [redacted] a host of Premier League footballers.

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The Platinum Lace lap dancing club faces a license battle

A controversial lap dancing club which hosted [redacted] while mired in 'touching' claims faces a battle to keep its license.

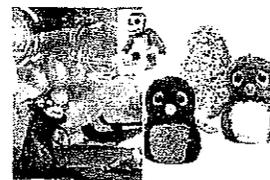
Popular celebrity haunt The Platinum Lace has this week been given a stay of execution after its licence was temporarily extended ahead of a public consultation about its future.

The x-rated club is popular with the likes of [redacted] and a host of Premier League footballers.

It hit the headlines earlier this year after a video emerged of two of its dancers encouraging punters to fondle them at the venue at the Trocadero, near Leicester Square in Central London.

And this week, bosses at Westminster City Council - which has studied footage showing the lapdancers getting 'close and personal' with customers - confirmed the

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Platinum Lace, in London's West End

NEWS

► **Girls at top celeb lap-dancing club 'flout no touching laws by letting punters grope them'**

Platinum Lace bills itself as a "next generation Gentleman's Club" and has a further four lap dancing venues in Brighton, Norwich, Leicester and Glasgow.

On their company website the club boasts: "Our Bar & Gentlemen's Club's continue to be re-modelled and enhanced to bring you the best in Adult Entertainment.

"Platinum Lace provides the very best and most exclusive clubs in the UK and raises the standard for premium entertainment for both men and women. All of our beautiful dancers are highly trained in the art of sensual striptease and pole dancing."

The dancers offer fully nude personal dances from £20 a time in private booths at the club with further access to the VIP lounges starting at £150.

A spokesman for the council said today (Fri) that the public consultation was 'on-going' and that the club had been given a temporary licence to continue operating ahead of a full licensing hearing planned for next month.

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reported over Amsterdam trip

It states: "There shall be no full bodily contact between customers and the dancers except for the placing of money or vouchers into the hands of the dancers at the beginning or conclusion of the performance.

"Notices to this effect shall clearly be displayed at each table and at the entrance to the premises.

"A Code of Conduct for striptease/table/lap dancing as agreed by the police shall be signed by dancers in their proper name acknowledging that they have read and understood and are prepared to abide by the Code of Conduct."

It also states that dancers should not take telephone numbers from punters and that 'there shall be no indecent conduct between the customer and any other person within the premises'.

The licence adds: "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 management's discretion) be asked to leave the premises."



behind her fuller figure



COURT CASE
Paedophile tortured and left lying in pool of his own blood convicted of horrific child abuse



LIAM PAYNE AND CHERYL
THIRD wedding 'underway' as boyfriend



COSMETIC SURGERY
Mum-of-four with 'passion for plastic perfection' spent £200k to look like



LIAM PAYNE

and save him £500 a month?

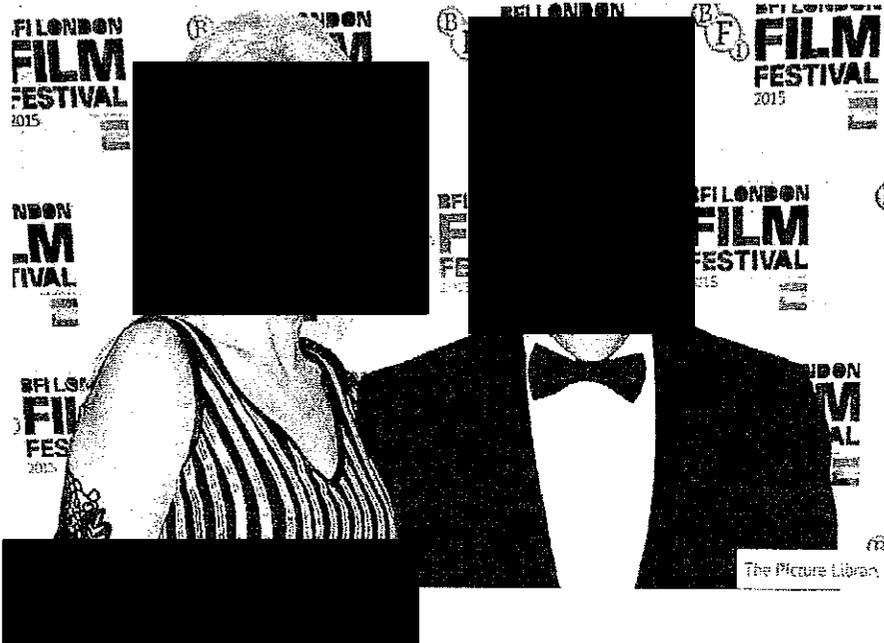
Smart idea Robert! Super idea!

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An undercover investigation into practices at the club revealed a number of the dancers openly breaking the council regulations, including two dancers called [REDACTED] who were covertly filmed allowing customers to grope them in VIP booths.

Undercover video footage taken at Platinum Lace in October last year shows [REDACTED] being fondled openly by one punter during a private dance.



Further footage, shot in December, shows a blonde dancer called [REDACTED] also placing a customer's hands all over her body at the London venue.

A team of officers from Westminster City Council reviewed video evidence and spoke with club bosses after the evidence surfaced earlier this year.

Platinum Lace bosses also confirmed that they had mounted an internal investigation into the conduct of its dancers, the results of which are not known as yet.

The investigation will form part of the council's decision - along with the ongoing public consultation - on whether to allow the club to continue operating, in a decision to be taken by a licensing committee next month, when the public consultation has ended.

Westminster Council has the power to caution and close down Platinum Lace if it is found in breach of various strict bye laws or deny any new license application.

The licence granted by Westminster City Council states that punters should not be allowed to touch dancers - and that notices should be pinned up at each table advertising the 'no touching rule'.

convicted of horrific child abuse

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Dreamworld rollercoaster crash: Recap after four die in incident at theme park



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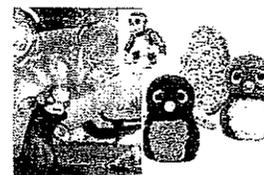
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TOYS Top 20 must-have Christmas 2016 toys - as voted for by children

[REDACTED] pregnancy rumours as she reveals truth



The club is a popular celebrity haunt

The club, a favourite with celebs, is still being probed by WCC over allegations of **'impropriety' surrounding its glamorous lap dancers.**

The dancers - many of whom are Eastern European - are employed by the club and are governed by rigid council bye laws which forbid them to allow any of the customers to touch them.

However covert video footage showed two of their girls allowing themselves to be groped by male customers in their VIP booths during dances which are offered at a minimum of £20 a time.

The well-known venue is based at the Trocadero between Piccadilly and Leicester Square in Central London and is a popular haunt for the rich and famous including [redacted] and a host of Premier League footballers.

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TERROR IN MID-AIR

Last year the New Zealand rugby team celebrated their World Cup win at Twickenham by partying at the club from midnight till dawn.

They were joined at the venue by England player [redacted] and his girlfriend [redacted]

venue had its licence 'temporarily extended' ahead of a public consultation.

When the public have had their say, however, the council's licensing committee will re-visit the application and decided whether to close the club down or not.

READ MORE



Steve Back

Under fire Tory John Whittingdale

The venue hit the headlines after its owner, [REDACTED] was revealed to be the man who invited [REDACTED] on a tour of two strip clubs while he was chairing an inquiry into the licensing of lapdancing clubs in 2008.

The former Culture Secretary, who dined with [REDACTED] and two lapdancers, came under fire for accepting free hospitality from [REDACTED] at the time, whilst he was the chairman of the culture, media and sport committee in 2008 after it was revealed the visits were not recorded as they should have been under House of Commons rules.

And now [REDACTED] is set to fight to save his adult entertainment licence for his West End lap dancing club after it was probed by WCC over alleged breaches of strict 'no touching' rules between his dancers and clients.



perfection' spent £200k to look like Barbie and Pamela Anderson



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UK weather: Storm Angus set to batter Britain with strong winds and heavy rain as winter finally arrives



HEATHROW EXPANSION
Heathrow expansion plans: Map of affected areas with flight paths as airport's third runway takes off

EXHIBIT SW4
TO WITNESS STATEMENT
OF [REDACTED]

Platinum Lace London CCTV Repairs/Upgrades Since 2015

Date No. Memo Total

22/08/2018 102332 Replace 2 cameras 437.50
29/05/2018 102014 Relocate 2 cams fix fault 910.90
15/03/2018 101985 DVR2 Passwords and Times 150.00
05/02/2018 101928 2 x Camera fault repairs 312.70
01/10/2017 101653 Supply and fit new 16 Channel DVR 1,415.50
25/04/2017 101358 Supply and install 04 x replacement cameras to club 581.50
30/11/2016 10773 Replace hard disk 878.60
24/10/2016 101016 Urgent VIP CCTV installation 2,358.00
~~13/09/2016 10692 Replace DJ Camera 227.04~~
~~15/06/2016 10560 Replacement DVR 1,074.00~~
~~13/05/2016 10516 CCTV upgrades and additions 7,197.60~~
~~17/02/2016 10427 Audio Pre-amp replace 294.00~~
~~01/01/2016 10303 Camera works-/additions 1,326.00~~
31/01/2015 9908 replace three cameras 564.00
10/10/18 9979 S&L Audio X3 SEGATE 4 T Fast Media CCTV

£18,582.34

EXHIBIT SW5
TO WITNESS STATEMENT
OF 

Dancer Intervention Sheet

Date: 11/7/2018

Day: Wednesday

Day Manager: [REDACTED]

Night Manager: M02

| TIME | COMMENT | SECURITY |
|-------|--------------------------|----------|
| 22:30 | ABC - spoken to customer | B6 |
| 22:36 | ABC spoken to | M5 |
| 23:11 | ABC spoken to | B6 |
| 23:11 | ABC spoken to | B6 |
| 23:38 | ABC spoken to customer | M5 |
| 23:39 | ABC spoken to customer | M5 |
| 23:50 | ABC spoken to | B6 |
| 00:08 | ABC spoken to customer | M5 |
| 00:09 | ABC spoken to | M5 |
| 00:32 | ABC spoken to | M5 |
| 00:35 | ABC spoken to | M5 |
| 00:38 | ABC spoken to customer | M5 |
| 00:42 | ABC spoken to | M5 |
| 00:50 | ABC spoken to | M5 |
| 01:11 | ABC spoken to | M5 |
| 01:32 | ABC spoken to | M5 |
| u | ABC spoken to | M5 |
| 01:44 | ABC spoken to | M5 |
| 03:44 | ABC spoken to customer | B6 |
| | ABC | |

- 1: SUSPECTED CONTACT
- 3: DANCER TO DANCER CONTACT
- 2: CUSTOMER TRYING OR SUSPECTED TO TOUCH DANCER

Dancer Intervention Sheet - CCTV OPS

Date: 11-7-18

Day: Wednesday

Day Manager: [REDACTED]

Night Manager: Noz

Start time: 23:10

| TIME | SCR/CH | DANCER NAME | COMMENT | SECURITY |
|-------|--------|-------------|----------------------------|----------|
| 21:16 | 4/C7 | [REDACTED] | ABC spoke to her back Door | Door |
| 21:29 | 3/C5 | [REDACTED] | ABC spoke to her Ben | Door |
| 21:35 | 4/C9 | [REDACTED] | ABC spoke to her door | Door |
| 21:40 | 4/C1 | [REDACTED] | ABC spoke to her | Door |
| 21:43 | 4/C3 | [REDACTED] | ABC spoke to her Ben | Door |
| 21:46 | 4/C3 | [REDACTED] | ABC " " " Ben | Door |
| 21:46 | 4/C3 | [REDACTED] | ABC " " " Ben | Door |
| 21:56 | 4/C7 | [REDACTED] | ABC " " " Ben | Door |
| 22:07 | 4/C3 | [REDACTED] | ABC " " " Mark | Door |
| 22:16 | 5/C7 | [REDACTED] | ABC " " " " " | Door |
| 22:17 | 4/C5 | [REDACTED] | ABC " " " Ben | Door |
| 22:22 | 5/C7 | [REDACTED] | ABC " " " Ben | Door |
| 22:27 | 4/C9 | [REDACTED] | ABC " " " Ben | Door |
| 22:30 | 4/C6 | [REDACTED] | ABC " " " Mark | Door |
| 22:35 | 5/C7 | [REDACTED] | ABC " " " " " | Door |
| 22:40 | 4/C4 | [REDACTED] | ABC " " " " " | Door |
| 22:31 | 4/C1 | [REDACTED] | ABC " " " Mark/Door | Door |
| 22:31 | 4/C1 | [REDACTED] | ABC " " " Mark/Door | Door |
| 22:39 | 4/C3 | [REDACTED] | ABC " " " Mark/Door | Door |
| 22:40 | 4/C9 | [REDACTED] | ABC " " " " " | Door |
| 22:42 | 4/C2 | [REDACTED] | ABC " " " " " | Door |
| 22:55 | 4/C1 | [REDACTED] | ABC " " " " " | Door |
| 22:55 | 4/C1 | [REDACTED] | ABC " " " " " | Door |
| 22:00 | 3/C5 | [REDACTED] | ABC " " " " " | Door |
| 22:08 | 4/C7 | [REDACTED] | ABC " " " " " | Door |
| 22:13 | 3/C5 | [REDACTED] | ABC " " " " " | Door |
| 22:53 | 3/C5 | [REDACTED] | ABC " " " " " | Door |
| 23:11 | 4/C7 | [REDACTED] | ABC " " " " " | Door |
| 23:42 | 4/C3 | [REDACTED] | ABC " " " Ben | Door |
| 23:43 | 4/C1 | [REDACTED] | ABC " " " Mark | Door |

- : SUSPECTED CONTACT
- : DANCER TO DANCER CONTACT
- : CUSTOMER TRYING OR SUSPECTED TO TOUCH DANCER

EXHIBIT SW6
TO WITNESS STATEMENT
OF 

Notice of Objection to Sexual Entertainment Venue (SEV) Licence at
Platinum Lace 13 Coventry Street

London

W1D 7DH.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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 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.

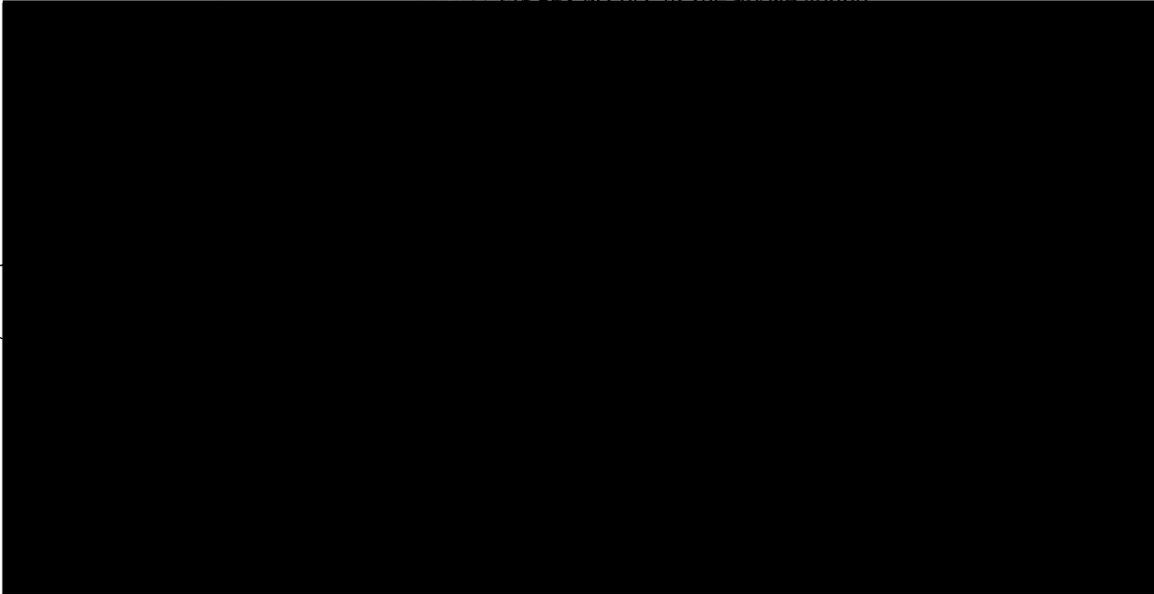
Notice of Objection to Sexual Entertainment Venue (SEV) Licence at

Platinum Lace 13 Coventry Street

London

W1D 7DH.

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.

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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.

EXHIBIT SW7
TO WITNESS STATEMENT
OF [REDACTED]



PREMISES MANAGEMENT
LICENSING SERVICE

17 OCT 2017

CITY OF WESTMINSTER

City of Westminster

APPLICATION FOR REVIEW

Please forward one copy of your completed application and any supporting documentation to:

ℓ Licensing Service
REVIEWS
Westminster City Council
Westminster City Hall
14th Floor
64 Victoria Street
London
SW1E 6QP

AND

Please give one copy of your application and any supporting documentation to the Holder of the Premises Licence and each of the following responsible authorities on the same day that the application is served on the Licensing Service;

- ℓ 1. The Chief Officer of Police
Westminster Police Liaison Team
4th Floor, Westminster City Hall
64 Victoria Street, London, SW1E 6QP
2. Fire Safety Regulation: South West Area 4
169 Union Street London SE1 0LL
3. Premises Management (Environmental Health; Health & Safety; Weights and Measures)
Westminster City Council
Environmental Health Consultation Team
4th Floor, Westminster City Hall
64 Victoria Street, London, SW1E 6QP

Continued.....

4. Development Planning Services
Westminster City Council
64 Victoria Street
London
SW1E 6QP

5. Area Child Protection Committee
Head of Commissioning – Child Protection & Quality, Social and Community
Services – Children and Families
4 Frampton Street
NW8 8LF

6. Director of Public Health
Inner North West London Primary Care Trusts
(Hammersmith and Fulham, Kensington and Chelsea, Westminster)
15 Marylebone Road, London
NW1 5JD

For boats only

The Navigation Authority (for vessels not permanently moored)

Tidal Thames
The Harbour Master
The Port of London Authority, 7 Harp Lane, London EC3R 6LB

Non Tidal Thames
The Environment Agency Recreation and Navigation, Thames Region, Kings
Meadow House, Kings Meadow Road, Reading, RG1 8DQ

Canals
The Leisure Manager
British Waterways Board
1 Sheldon Square, Paddington Central, London W2 6TT

And

The Surveyor General
The Maritime & Coastguard Agency, Orpington Marine Office, Central Court, 1 Knoll
Rise

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

PLEASE READ THE FOLLOWING INSTRUCTIONS FIRST

Before completing this form please read the guidance notes at the end of the form. If you are completing this form by hand please write legibly in black capitals. In all cases ensure that your answers are inside the boxes and written in black ink. Use additional sheets if necessary.

apply for the review of a premises licence under section 51 / apply for the review of a club premises certificate under section 87 of the Licensing Act 2003 for the premises described in Part 1 below (delete as applicable)

Part 1 - Premises or club premises details

| | |
|---|------------------------------|
| Postal address of premises or, if none, Ordnance Survey map reference or description The Windmill 17-19 Great Windmill Street | |
| Post town London | Post code (if known) W1D 7JZ |
| Name of premises licence holder or club holding club premises certificate (if known) Big Country Limited | |
| Number of premises licence or club premises certificate (if known) 09/02935/LIPV | |

Part 2 - Applicant details

I am

Please tick ✓ yes

- 1) an individual, body or business which is not a responsible authority (please read guidance note 1, and complete (A) or (B) below)
- 2) a responsible authority (please complete (C) below)
- 3) a member of the club to which this application relates (please complete (A) below)

we are 3 applicants

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

Please tick yes

Mr Mrs Miss Ms

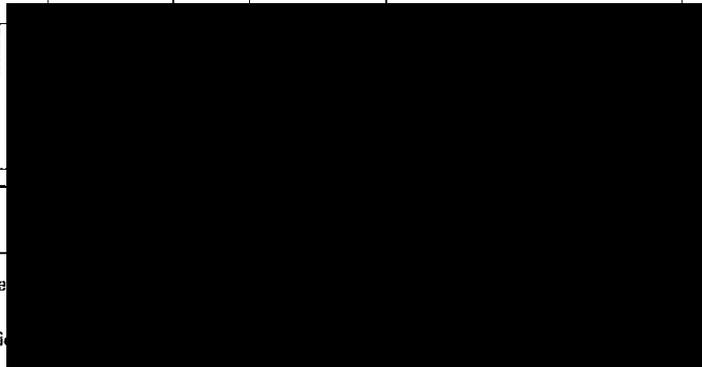
Other title
(for example, Rev)

Surname



Please tick yes

Current postal address if different from premises address



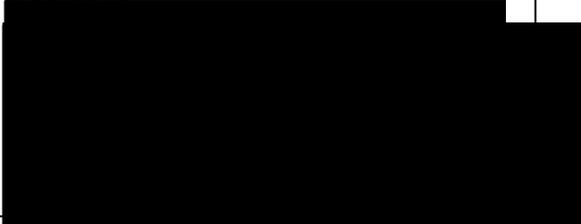
Post town

Daytime contact telephone number

E-mail address (optional)

(B) DETAILS OF OTHER APPLICANT

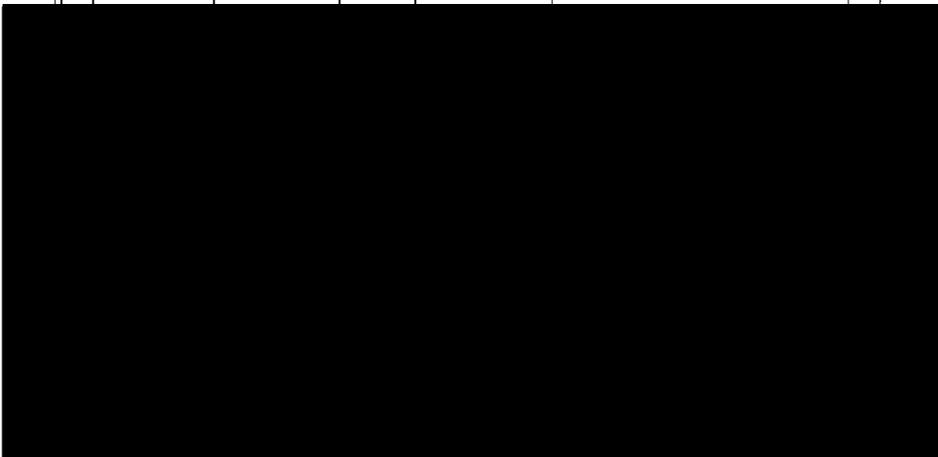
Name and address



Telephone number (if any)



E-mail address (optional)



1.
2.

3.

(C) DETAILS OF RESPONSIBLE AUTHORITY APPLICANT

| | | | |
|---------------------------|--|--|--|
| Name and address | | | |
| Telephone number (if any) | | | |
| E-mail address (optional) | | | |

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

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

Please tick one or more boxes ✓

Y

Please state the ground(s) for review (please read guidance note 2)

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 with 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 practices 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 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 are I believe criminal offences under section 136 Licensing Act 2003.

There are further breaches re routing and CCTV.

Please provide as much information as possible to support the application (please read guidance note 3)

Statements Attached.

Have you made an application for review relating to the premises before

Please tick yes

If yes please state the date of that application

Day Month Year

| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|

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

| |
|--|
| |
|--|

Please tick ✓ yes

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

IT IS AN OFFENCE, LIABLE ON CONVICTION TO A FINE UP TO LEVEL 5 ON THE STANDARD SCALE, UNDER SECTION 168 OF THE LICENSING ACT 2003 TO MAKE A FALSE STATEMENT IN OR IN CONNECTION WITH THIS APPLICATION

Part 3 – Signatures (please read guidance note 4)

Signature of applicant or applicant's solicitor or other duly authorised agent (please read guidance note 4)

Signature

Date

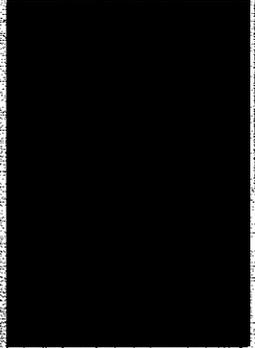
Capacity

Contact name (where not previously given) and postal address for correspondence associated with this application (please read guidance note 2)

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

EXHIBIT SW8
TO WITNESS STATEMENT
OF 

File: SEV Objection PlatinumLace (1)



Keywords:

Created: 02/10/2018 15:24:13
Modified: 02/10/2018 15:24:13
Application: Microsoft® Word 2016

Advanced

PDF Producer: Microsoft® Word 2016
PDF Version: 1.5 (Acrobat 6.x)
Location: C:\Users\Simon Warr\Desktop\
File Size: 228.90 KB (234,393 Bytes)
Page Size: 8.27 x 11.69 in
Number of Pages: 1
Fast Web View: No
Tagged PDF: Yes

Additional Metadata...

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EXHIBIT SW9
TO WITNESS STATEMENT
OF 



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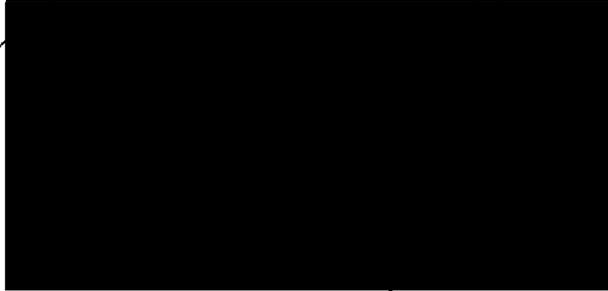


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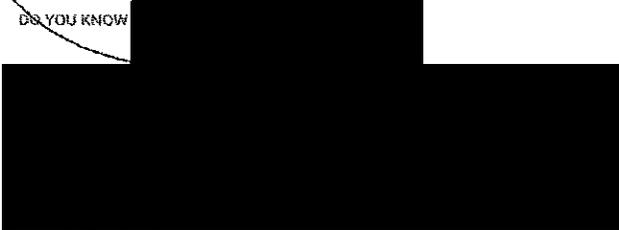
*MIAH
CONSULTANTS
u
DIRECTOR*

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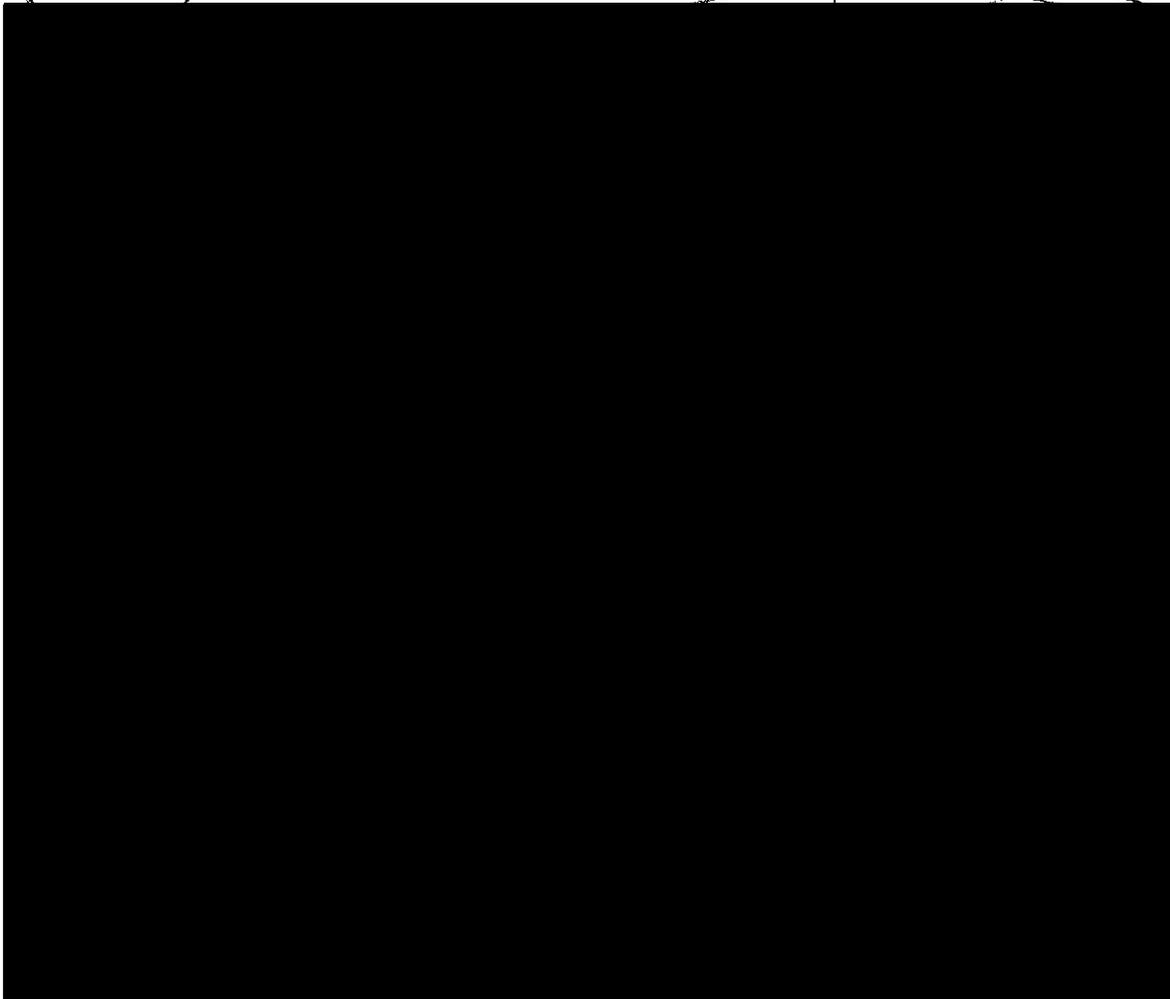


DO YOU KNOW



Friends

*SOPHISTICATED
DIRECTOR*



TAB 3

WITNESS STATEMENT OF [REDACTED]

[REDACTED] I say as follows:

1. I am a retired police officer having spent 31 years working for the Metropolitan Police Service (MPS).
2. During my service I was a nationally accredited Senior Investigating Officer and spent 5 years leading teams investigating homicides and serial rapes including historic offences.
3. I led Trident proactive teams to suppress gun crimes in London and sat as The MPS representative on The National Ballistic Intelligence Service (NABIS) strategic group developing co-ordinated strategic processes both nationally and internationally.
4. I was a lead figure in developing the capacity to undertake money laundering investigations across local policing in London.
5. My final posting was as a Detective Chief Superintendent/Borough Commander at Newham.
6. During my final three postings I was heavily involved in enforcing professional standards.
7. Whilst providing senior officer night duty cover for London I oversaw many serious incidents involving licensed premises.
8. For many years I regularly looked at and commissioned work into licensed premises as crime drivers and anti-social behaviour hot-spots.
9. I am currently a consultant investigator for TM Eye Limited which specialises in private criminal investigations and where appropriate private criminal prosecutions.
10. I have been instructed by [REDACTED] the owner of a sexual entertainment venue known as Platinum Lace, to investigate anonymous complaints made against his business Platinum Lace, and whether there has been any misconduct in relation to such complaints. In this statement I set out the current state of my investigation.
11. In the course of my investigation, on 20th September 2018 I met a lady I now know as [REDACTED]. She is the wife of [REDACTED] who runs two sexual entertainment venues known as Sophisticats in Marylebone and Soho, together with his business partner [REDACTED]. She told me that she and her husband were getting a divorce and that she and [REDACTED] were in a legal dispute over her shareholding in the operating companies. The Marylebone venue was due to close with the end of the lease in January 2019.

12. [REDACTED] informed me that [REDACTED] stopped her income and she was struggling to make ends meet, especially with 3 children. She decided to sell her iPhone X and utilise one of the many redundant phones around the house. She found an old hand-set and turned it on. On doing so she had discovered communications between [REDACTED] and a freelance journalist named [REDACTED] discussing how they would undermine other lap-dancing clubs. After some time [REDACTED] provided a witness statement to me outlining her account of what had happened and provided me with a print-out of the message thread.
13. A copy of the witness statement is now produced and shown to me marked "TN1".
14. A copy of the message thread is now produced and shown to me marked "TN2".
15. The said exhibits provide credible evidence that the three men, [REDACTED] [REDACTED] had planned and/or conducted activity aimed at undermining the sexual entertainment venue ("SEV") licences of similar businesses including 'The Windmill', 'Platinum Lace' and 'Stringfellows' during or around their annual renewal period.
16. At the time of taking [REDACTED] statement, it transpired that 'The Windmill' was in the midst of legal proceedings regarding the non-renewal of their Sexual Entertainment Venue Licence ("SEVL").
17. [REDACTED] recounts a conversation with her husband [REDACTED] about the business in January 2016. She states that her husband said he had a plan to get rid of the opposition. This appears to have involved sending persons into rival clubs who would then make allegations to Westminster City Council ("WCC") of misconduct within those clubs.
18. That plan appears to have been carried into action in the case of Platinum Lace with visits made in 2015, 2016 and 2018.
2015 visit
19. It appears that Platinum Lace was visited on 12th December 2015 by a male accompanied by two females who paid for private dances with a dancer called [REDACTED]. It is common in SEVs for dancers to assume "stage names."
20. [REDACTED] in fact a lady called [REDACTED]. There is now produced and shown to me marked "TN3" a copy of Miss [REDACTED] dancer file from Platinum Lace, with irrelevant details redacted. The file records that she had stated that she had worked at a club called Spearmint Rhino in Leicester. However, the record has the word "Sophisticats" written on it and circled.
21. I understand that the audition for [REDACTED] to work at Platinum Lace was completed by [REDACTED]. She was able to explain to me that she wrote the reference

to Sophisticats as other dancers had told her that ' [REDACTED] was, or had been, working there.

22. On this occasion the two females with the male were identified by management of Platinum Lace who recognised them as two women who had briefly worked at the club a few weeks before. They are [REDACTED]. Their dancer files are now produced and shown to marked "TN4", again with irrelevant details redacted. It will be seen that during their auditions, both dancers stated they last worked at Sophisticats.
23. [REDACTED] already confirmed to me that both had been working at Sophisticats in 2015 but had been dismissed for what she believed were drugs related issues. She told me she had overheard a conversation between the two dancers and [REDACTED] in Sophisticats where [REDACTED] informed the dancers that if they wanted their jobs back, they would have to help frame another (unspecified) club. [REDACTED] also stated to me that [REDACTED] were in a casual sexual relationship (primarily in the club).
24. I have spoken to [REDACTED] the Designated Premises Supervisor (DPS) and Operations Director for Platinum Lace who had investigated this matter. His investigation had revealed a number of concerns regarding the 2015 incident, which are summarised in the statement of [REDACTED] dated 27th December 2018.
25. To summarise the position in relation to this incident:
 - a. There is evidence that [REDACTED] and [REDACTED] set out to damage opposition clubs through covert investigations.
 - b. In pursuit of this aim, [REDACTED] sent in a male "customer" (actually a freelance journalist) and two other women to procure evidence against Platinum Lace.
 - c. The two women had been dismissed from Sophisticats but were induced to participate in the covert operation to get their jobs back, following drugs offences.
 - d. Those women assisted in the operation by standing so as to prevent a view of what was occurring.
 - e. The report of the incident failed to note interventions by management staff.
 - f. The dancer involved, [REDACTED], had not told the truth when she started working at Platinum Lace, namely that she had been working at Sophisticats.
 - g. The dancer deliberately behaved in a way which was out of keeping with dancers at Platinum Lace by permitting the "customer" to touch her.
 - h. This was then filmed on a mobile phone.
 - i. Following this incident [REDACTED] never returned to 'Platinum Lace' or responded to communications from the management team.
26. I believe that the evidence discloses a credible case that Platinum Lace was "set up" as part of an operation designed to damage its business and reputation.

27. The position is then compounded by the message thread at exhibit "TN2". The thread speaks for itself, but shows clearly how [REDACTED] and [REDACTED] set out to induce tabloid newspapers to run a story about misconduct at Platinum Lace based on the incident referred to above. Specifically, the inducement was to be financial. Furthermore, the purpose of securing national coverage for the story was to try to persuade WCC to take regulatory action against the club. This is evident, for example, in the comment of Millbank in his email to [REDACTED] dated 20th December 2015:

"We have the new footage [mobile phone footage] which is been ready to go this week – which I hope you feel works well and fits the bill from the council perspective."

...

"The only thing I like about the involvement of a newspaper is that they will send a couple of reporters to both the club and the CC and that has a habit of concentrating everyone's mind."

28. With these facts to hand there are reasonable grounds to implicate [REDACTED] along with [REDACTED] in planning and carrying out hostile covert acts aimed at undermining the SEV licence of Platinum Lace in December 2015. The evidence supports the notion that this entire 'incident' and the 'allegations' therein were predetermined and fabricated.

2016 visits

29. In October 2016 two former police officers, [REDACTED] conducted a third-party visit to Platinum Lace resulting in a formal letter of complaint to Westminster City Council regarding alleged behaviour at the venue in breach of the SEVL conditions.
30. [REDACTED] reviewed the CCTV and was able to provide Westminster City Council with evidence that the complaint was in many parts exaggerated and simply failed to record pre-emptive interventions by management staff.
31. The outcome of these events was that WCC officers did not consider that regulatory action was merited against Platinum Lace and the licence was duly renewed on an administrative basis.
32. I believe [REDACTED] was commissioned by [REDACTED] I await a meeting with [REDACTED] Should this point be verified it would show that this was the second time that [REDACTED] had a part in commissioning hostile covert services against a business competitor with a view to undermining their business.

2018 visit

33. On 26th September 2018 Platinum Lace was again made the subject of a private, third party complaint to Westminster City Council by 3 females, one of whom provided her name as [REDACTED]. The complaint was as a result of a visit on 12th July 2018 (over two months before the complaint was lodged).
34. The complaint was based on the witness statements of individuals named [REDACTED]
[REDACTED]
35. This most recent complaint was made well outside the CCTV retention period for the club. This has deprived Platinum Lace of the ability to review the CCTV from the dates in question in order to test the veracity of the evidence. In the context of the allegations which have been made, this is most unfortunate. It appears likely that the delay in submitting the evidence was specifically in order to prevent Platinum Lace being able to review and rebut the evidence by reference to the contemporaneous CCTV footage.
36. However, as [REDACTED] describes in his statement, the records retained by Platinum Lace show that, during the dances concerned, there were positive interventions by security staff. These are not detailed within the witness statements. This undermines the veracity of the allegations.
37. As [REDACTED] points out, the complaint to WCC regarding Platinum Lace refers expressly, but erroneously, to Windmill, and appears to replicate the language of a complaint made in relation to those premises.
38. Paperwork in relation to the non-renewal of the SEVL for 'The Windmill' was also submitted by [REDACTED]. It is clear that the complaint against Platinum Lace is a 'copy and paste' of the complaint against The Windmill.
39. This amounts to credible evidence that the person who was responsible for the Windmill objection is the same person who objected to Platinum Lace, even if they objected through others or using pseudonyms or aliases.
40. Enquiries at this point suggest that one of the complainants in both cases is [REDACTED]. [REDACTED] states that she knows the individual concerned and [REDACTED] is in fact [REDACTED] who is a close friend of [REDACTED]. It appears that she [REDACTED] and [REDACTED] were directors of a company named UKG Music plc (no. OC384623), now dissolved. I understand that she and Mr [REDACTED] are still partners in a recording company (SYPM Music Limited), as referred to by [REDACTED]. A copy of the companies register is now produced and shown marked "TN5".

41. Based on similar fact and with the association to [REDACTED] I believe that [REDACTED] were the architects of the 2018 complaint, as they had been in relation to the 2015 and 2016 complaints.
42. I have also seen a copy of a text message sent from [REDACTED] (who forwards the same to [REDACTED]) and it is clear she is reluctant to put her own name to the complaint. A copy of the text message is now produced and shown to me marked "TN6". In the event, [REDACTED] lied about her identity on the form of objection, presumably encouraged or connived at by [REDACTED]
43. There is also produced and shown to me marked "TN7" a copy of a text message between [REDACTED] where they discuss the 'need to compose a letter objecting to the renewal at the Windmill'. These text messages link all parties to the complaints in relation to The Windmill and, because of the 'copy and paste' element, Platinum Lace too.
44. [REDACTED] states that [REDACTED] and [REDACTED] had some form of leverage over [REDACTED] as they had provided her with payslips and references from Sophisticats (despite [REDACTED] having never worked there) so that she could apply for a mortgage. If this is true, it would amount to a fraud on the mortgage company, aided and abetted by [REDACTED]
- Illegal Internet [REDACTED]**
45. I have also been made aware of behaviour that I deem criminal and accordingly I have sent the details of this activity to the Metropolitan Police who are investigating the evidence supplied.
46. In summary, Sophisticats have been using illegal malware to hijack non related innocent internet domains to boost their own profile rating. Details of these actions and evidence of the illegal hack is marked as "TN8".
47. I became aware of this activity as an independent company doing an audit on Platinum Lace's website noticed inconsistent data profiling between Platinum Lace and Sophisticats. The company have already passed this information to WCC and asked me for my evaluation too.
48. I believe the forensic expert is happy to provide further evidence to WCC and attend court if necessary. Since conducting my investigation into this allegation [REDACTED] [REDACTED] informed me that [REDACTED] son is an expert with computer programming.
49. Evidence suggests that Sophisticats had been previously black-listed by Google for similar conduct. On this occasion, I believe they have hacked around 5,000 web domains. All of the evidence in relation to these activities as indicated are within exhibit TN8.

Conclusion

50. In the first two scenarios (2015 and 2016) there is evidence to link the active involvement of [REDACTED] into the hostile visits where on both occasions the truthfulness is undermined through CCTV.
51. In respect of the third complaint (2018), the opportunity to rebut the complaint with CCTV footage has been frustrated by the withholding of information until after the expiry of the CCTV retention period. However, fortunately, the intervention records prove that the accounts of [REDACTED] are flawed through the omission of the critical proactive and pre-emptive actions of Platinum Lace staff.
52. All three visits have been third party, un-regulated, covert visits without the requisite authorities and safeguards of RIPA that would be required if these visits had been conducted by any statutory agency including Police and Westminster City Council. These include the authorisation of an independent designated and trained senior member of staff based on the evidential narrative for the requested authority, proportionality, necessity, legality and accountability.
53. I believe that the evidence supports the position that [REDACTED] [REDACTED] were at the heart of these complaints with a mix of associates.
54. Although the investigation is a continuing one, there is clearly credible evidence that [REDACTED] instigated a course of action which was motivated by malice and which resulted in their paid associates making allegations against Platinum Lace which were, by turns, deceitful, exaggerated and incomplete.
55. The contents of this statement are true to the best of my knowledge and belief.

[REDACTED]

Dated 21 December 2018

EXHIBIT TN1
TO WITNESS STATEMENT
OF 

WITNESS STATEMENT

(CJ Act 1967, s.9; MC Act 1980, ss.5A(3)(a) and 5B; MC Rules 1981, r.70)

Statement of
Age if under.

[REDACTED]
Over 21

This statement (consisting of 7 page(s) signed by me) is true to the best of my knowledge and belief and I make it knowing that, if it is tendered in evidence, I shall be liable to prosecution if I have willfully stated anything in it, which I know to be false, or do not believe to be true.

Signature

[REDACTED]
Date 31/10/2018

I am a 51-year-old woman who was born in Columbia. Up until 1999 I lived in Austria and obtained an Austrian passport. Previously I had travelled the world and found out that I was a good dancer and worked in many countries dancing.

In 1999 I came to the UK and got work at 'Stringfellows' nightclub for a short time before getting other dance work at The Mayfair Berkeley playhouse and then other clubs. I worked at The Mayfair Berkeley Playhouse for a couple of years. Shortly after arriving I went to a club called 'Jimmyz' in Sloane Street, London. The club had live music and food. The clientele were beautiful women and rich men. It was here that I met [REDACTED] who was running the club. I got on very well with [REDACTED] explained that he was married but that he and his wife slept in separate beds. [REDACTED] told me he had lots of affairs. I had just broke-up with a long-term partner having separated from my husband whom I married in Austria. We did not divorce but were and remain good friends.

[REDACTED] made me feel good when I was at a low-point and we started to date. About 18-months after I found out I was pregnant with [REDACTED] child. We were both still married and living apart.

When I was about 8-months pregnant [REDACTED] moved into a flat in Knightsbridge that I was renting through a friend of his.

Whilst I was pregnant [REDACTED] and I purchased our own club 'Sophisticats' in Marylebone with [REDACTED] her husband [REDACTED]. This was put into a company - 'Futureproof Investments LTD'. I owned 20 shares that equated to 20% of the company. We all had the same holding as we each invested £30,000. However, I had to force [REDACTED] to issue me with a share certificate which took him several years to do. This was eventually resolved in 2004. I have recently found out, due to the current situation, that I am a 'B' class shareholder and have no voting rights.

'Sophisticats' was a table dancing club which attracted wealthy clients. Apart from owning part of it I initially worked as the Housemother. This meant I set the rules for

Signature

[REDACTED]

the dancers and ensured there were no licence breaches and also looked after the dancer's welfare.

█ had overall management. He was focused on the finance but never shared details with me.

█ was securing additional funds for the club and building relationships.

█ was the licence holder and was very strict in its management.

█ best friend but did not do any real work at the club.

After my first child I was persuaded not to work as the Housemother by █ and █. This did not surprise me as I had challenged █ management.

My first child was born on 2nd June 2002. About 5-months later I got divorced from my husband. This was very amicable and as I have already said we remain good friends today.

I wanted my mother to come to the UK but there were visa issues. Because of this █ and I went to visit my mother in Columbia. When I got there my mother was looking after my niece who was about the same age as my daughter. She is my brother's child but he was neglecting her.

I brought my niece back to the UK and eventually █ and I adopted her when she was about 5 or 6-years old. My Mum accompanied my niece throughout and they have now both obtained UK passports.

By the time my mother and niece came to the UK, █ and I had moved to Hemel Hempstead which I personally put down £30,000+ deposit. █ did not contribute to the deposit.

█ split from █ and shortly afterwards he moved into a flat at Hyde Park Corner.

█ took over █ shares as part of their settlement and she stopped working at the club.

█ son from his first marriage, █ started to work at the club. Later on, his other son █ started work there too. █ often complained about how █ did him. I said to █ he should challenge him on this. █ never did.

Later, █ son started work at Sophisticats too.

On 21st April 2005 █ and I had another daughter. When she was about a year old when we moved to a new house to Stanmore where we have lived since. We used the equity from Hemel Hempstead as the deposit for Stanmore along with some money from Simon.

In 2007 █ died following an operation. Following this █ decided that my share option should be increased to 25 shares or 25%.

Signature

█

he was going to destroy all of the competition. I asked him why would you say that? Why would you do that? He said to me because he could.

In 2009 [REDACTED] started to take me out to parties. I look back and think we went out too much. It was at this point that [REDACTED] started to change significantly and our relationship became strained. The parties started to take place at our house.

For my birthday in 2016 we went to Ibiza with the family for a month at a luxury villa but [REDACTED] invited some of our party friends. [REDACTED] didn't come but his Latvian girlfriend [REDACTED] did. [REDACTED] invited [REDACTED] a dancer from the party crowd. Whilst we were there, I saw [REDACTED] massaging [REDACTED] shoulders as he drove with my children in the car. I also saw her feeding him. On a video on his phone [REDACTED] recorded part of my party but the focus was clearly on Julia not me. I felt offended and now had no trust in [REDACTED]. I pulled [REDACTED] to one side and told him to have as many girlfriends as he wanted as we were over.

When we returned home, I focused on my university studies and although I saw no future with [REDACTED], we still shared the same bed.

In 2017 [REDACTED] was checking my phone, mail and computer. He was jealous of a university friend and demanded I stop all contact which I refused to do. [REDACTED] started to become physical regularly. During one occasion I told him in a big argument when he demanded I end a phone call which I refused to do. He was chasing me about the room. I was screaming and crying as I did not want to be controlled by [REDACTED] anymore. I told him that I would rather be dead than with him. He then handed me a handful of sleeping pills and said, 'go on then'. I took the pills and ended up in hospital.

Shortly after coming out of hospital [REDACTED] attacked me when I was on the bed with my daughter crying. He had come home and demanded I sleep with him not our daughter. I refused starting an argument between us. He called the police stating I was hurting myself. When they arrived, I was upset and told them what had happened. They arrested [REDACTED].

[REDACTED] returned but the relationship was difficult and stressful. We were both going out on our own.

I knew [REDACTED] was going out with other women. One was [REDACTED] who had been sacked from Platinum Lace. She was a dancer but never worked at Sophisticats but did work at Mayfair Club. I became aware she took drugs. I saw her take cocaine in a toilet. I cannot remember what venue we were at. [REDACTED] brought her to our house which I was not happy about.

[REDACTED] and I went for a meal at the Playboy club. [REDACTED] were talking about [REDACTED] and how he would die soon. They continued that once he died the son, [REDACTED] would take over and that he was stupid and that would be the time to take action against the club. I was saddened by the tone of the conversation and their intended action to somehow cause harm to other clubs.

Signature

[REDACTED]

During a period where we were talking ██████ said I should behave myself because ██████ had told him he would get my shares off of me.

I started to speak directly with ██████ as he was controlling the dividend payments to me. During this period ██████ encouraged me to leave ██████ He even offered to pay for me to have IVF so I could have a child with a person other than ██████ By now ██████ had said on several occasions that if I left him, he would kill me and any boyfriend. I told ██████ about the threats and he responded by claiming ██████ could not do this only he could decide who lived and died. He told me he had not made this decision so I should relax. ██████ would always play with a knives, and offered to get me a gun and even told me he had his own. He claimed to be a gangster. He tried to learn Russian and one of his girlfriends called him ██████ made me feel nervous and was very intimidating.

Before Christmas we stopped sleeping together. I would often end up sleeping on the floor or with my daughters.

On 23rd February 2018 we went to see Cirque Du Soleil as a family. ██████ asked me what I wanted to drink. Having asked for a small wine he brought me three glasses full. I have low alcohol tolerance. ██████ started to tease me about my friends on route home and we started to argue when he said he had a stash for a party in the car. I took this to mean drugs. I was upset and crying.

When we stopped at the house I started to try and look inside the boot but he kept shutting it. I punched the boot and kicked the car. All the time he was saying nasty things to me. ██████ and I started to push and shove each other. I threw my phone at him and he started to film me. My mother told me to call the police which I did. By now my youngest daughter was having an asthma attack. The police arrived and we were both making allegations against each other. They looked at the CCTV and arrested me and took me to a police station. I was interviewed and on legal advice I accepted a caution on the advice of the duty solicitor as he said I could be kept for a long time if I did not take the caution. I now wish I had taken independent legal advice as I was the victim and only acted in self-defence.

I took some clothes and went on my own to stay with a friend. I stayed for a night and then went home and slept with my daughter.

On 27th February 2018 ██████ assaulted me again when I was in the bathroom. He grabbed my hair and pushed the left side of my face into the closed door very hard.

I had a photo of the injuries taken on my phone the next day. I produce this as exhibit DL/1 I went to a group that supports 'Latin' women seeking advice. They called the police. They took a statement. They told me they were going pick up my children from the school bus. I was very nervous and asked why. They said I would be taken to a shelter. I said this could not happened and refused to support any charges.

████████████████████ had previously recommended a solicitor called ██████ ██████ from Russell's as he had advised her mother. I made an appointment with him for advice. He recommended pursuing criminal charges which I dismissed as ██████ was still the father of my children.

Signature

████████████████████

██████████ is a good friend of ██████████ told me that she had previously received money from the club to support a mortgage application although she was not employed by them. Shortly after each payment ██████████ said she would return money to ██████████ I saw ██████████ hand envelopes to ██████████. I saw him open one and it contained a large amount of cash. On another occasion I recall ██████████ and ██████████ discussing how ██████████ would make an accusation against clubs. She is known by various surnames including, ██████████ although I think her true name is ██████████ I also know she had worked at the company's solicitors Brook Martin & Co for a year following ██████████ recommendation. She is married to ██████████ music producer, also a very close friend of ██████████ ██████████ started to make enquiries with ██████████ about the position ██████████ had in the company.

He also obtained both a non-molestation order and occupation order. ██████████ was arrested for the assault on 28th February 2018. He moved out that day.

██████████ claimed that he and ██████████ had gone their own way and were no longer in business. I do not believe this is the case.

On 23rd March 2018 ██████████ received an e-mail response to an enquiry about the position in the company of both ██████████ and I from Brook Martin & Co Solicitors. They stated that on behalf of the company that I had taken shareholder loans and they were now looking to establish how I would repay this money. I have never entered into any loan agreement. As far as I was concerned all monies paid to me were share dividends.

I now formed the opinion that ██████████ were working together to destroy me financially and with no other option I commenced divorce proceedings.

When ██████████ moved out, I found that he left three phones and an I-pad. Between ██████████ and ██████████ my income was effectively stopped and I needed to raise money. I decided to sell my I-Phone X for £600 and started to use one of the phones abandoned by ██████████, an I-Phone 8.

Upon using the phone, I started to look at the historical content. I saw that on 15th November 2017 ██████████ had taken legal advice on commencing divorce proceedings from Brook Martin & Co. I then looked further and saw he had been on dating sites. I felt betrayed. He also had the call data from my phone. I was astonished to also see he appeared to be tracking my car using an app called car finder.

To my shock I saw an e-mail chain involving ██████████ dated 12th January 2016. I knew that ██████████ was a reporter. I produce this as exhibit DL/2. It set out how they had and were planning to undermine, Stringfellows, The Windmill and Platinum Lace. Upon reading it I could only conclude that money had been paid by them to the media to publish stories and that they had arranged for licence breaches involving a dancer called ██████████ at one of the venues. I immediately remembered ██████████ comment about how ██████████ had a plan to get rid of the competition. I could only reach the view they had set these clubs up.

I then found text messages between ██████████ They included messages from ██████████. The messages are from 5th September 2017 onwards. I screen shot a few of the messages. ██████████ raised concerns about putting her name to something. The

Signature

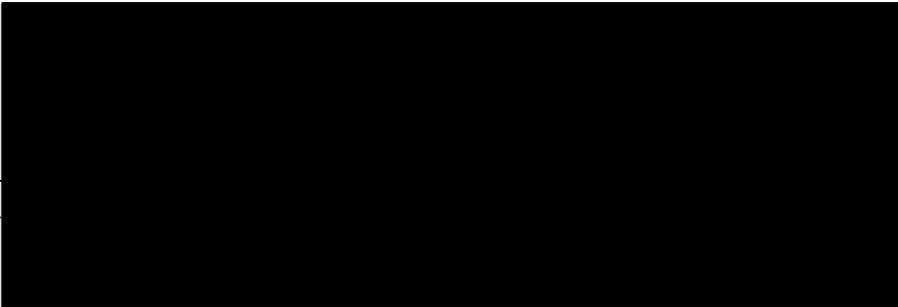
██████████

conversation again suggested causing problems to the Windmill. I produce this as exhibit DL/3. I was so disappointed with [REDACTED] and [REDACTED] but mainly [REDACTED] for involving [REDACTED] in framing other clubs. They had been calculating and deceitful.

I am now very distressed as it all looks like [REDACTED] have done what they said they would in the name of a business that I am a shareholder of including using company funds to do so.

I am very scared as I was told that [REDACTED] hired people to threaten to a waitress who had taken them to a tribunal. [REDACTED] sed to tell me he had been a villain in Watford and used to break legs with baseball bats. I am petrified for me and my family.

I have given this information of my own free will.



Signature

EXHIBIT TN2
TO WITNESS STATEMENT
OF 

On 12 Jan 2016, at 11:36, [REDACTED]

[REDACTED] wrote:

Hi [REDACTED] sent me this email said he thought this was what was agreed

Sent from the desk of

[REDACTED]

Sent from my iPhone

Begin forwarded message:

From: [REDACTED]

Date: 20 December 2015 at 23:18:33 GMT

To: [REDACTED]

Evening [REDACTED]

Apologies for any delay this week but with the Paris trip on Fri and work all this weekend - annoyingly with clients even today - time has been in short supply.

Here is the run down of where we are up to - the next step is completely up to you:

1. We have the new footage which is been ready to go this week - which I hope you feel works well and fits the bill from the council perspective. From my point of view it does but you may feel differently.

The footage has been edited into a montage of the main pieces of evidence, also the face has been blacked out

for when it is passed over to the council. We have two edited versions, one with audio and the other without. Both work perfectly well but I will decide which of the two to send on the day we pass it over.

Ontop of this I am passing on the initial footage that your girl got of [REDACTED] in the club. It isn't the best quality and it is from some distance but it still shows impropriety - on two occasions at least. But more importantly it is pivotal in bringing [REDACTED] into the equation for the National newspapers to be involved because of her relationship with the Romanian international footballer.

We also have some audio footage regarding the cocaine - which also involved [REDACTED] friend, [REDACTED]

2. I have spent the last seven days meeting with various news editors/executives from a variety of publications that I know very well. I have explained the situation - without any details or names/locations etc - and three out of five of the individuals have engaged with us and agreed to do it. They have agreed to go to the CC and also to the club in question with a team of reporters and question/photos of both the club and the CC. They have also agreed to speak to [REDACTED] for further effect. All of this sounds great - but, as expected, it comes with varying degrees of 'incentives' from each of them.

Most of my time since Tues has been spent devaluing their initial figures for involvement. This is quite common within Fleet Street, and has been going on for decades. I myself have used and paid execs over the last five years for PR purposes. To my benefit I paid for stories on clients to appear in the papers for much greater sums it must be said. And I have never got them to investigate a story - or go to a CC with evidence. I have argued that this should be reflected in the 'fees' which they have mentioned. In a nutshell three 3 different papers have mentioned figures from £1,500 to £900 for their involvement. This is relatively tame for Fleet Street standards - considering we spent about £5,000 for some clients to appear in the press but this is not the point.

I have pointed out to them this isn't a financial project etc and that they should come down to something far more manageable or even for free.

I am waiting to hear from one to come back on Monday. I know two of them won't budge much though. With the third I may be able to get him down considerably if I promise him something else in return (from one of my clients) - but I won't know this till tomorrow afternoon.

The bottom line is that we have done well to have the option of the National press on our side. And this option is only even open to a few people etc BUT it does not add up business wise to carry on spending large sums of

money on this. Especially from THREE different newspapers, with THREE different 'incentives' ranging from £1,500 to £900 for their assistance. My idea initially with you was to get three newspapers on our side but that would be a mistake. The figures are prohibitive.

3. I have got a freelance journalist onboard who will go to CC and also put together a little story for them etc. He has nowhere near the clout of the newspapers BUT he will get the evidence to them and then it is up to them. This, I suggest, is our best option. He will do this for a nominal day rate fee of £150. This seems far more manageable. He is good and straight and I would advise you go with him.

Outcome:

I am still waiting to hear back from one of the National papers and if I can get the journalist down to a far smaller figure that would be great. The other two won't budge I think but I will go back to them again tomorrow.

My advice to get the maximum impact for this but for the most economical price would be for me to use our freelance reporter WITH one of the national newspapers in tandem - at the same time on the same day. So that both the CC and the club get hit by the freelance jour no

and the clout of a National newspaper all at once. That, in my opinion, is something that they cannot ignore. This does all depend though on whether or not the paper comes down in price. I will know by tomorrow.

If not, I suggest we go ahead just with the freelance journo and just hope that it puts the wind up them enough.

The only thing I like about the involvement of a newspaper is that they will send a couple of reporters to both the club and the CC and that has a habit of concentrating everyone's mind. It also helps when it comes to the question of where the video footage comes from. With a newspaper going to both parties they can easily avoid these details by simply stating that the video footage was sent into them or was part of an investigation by freelances etc - without having to name them.

The freelance reporter doesn't have that level of leeway when he makes the call to them - it will appear that he has made the video otherwise how the devil did he get hold of it. That is the only, small, drawback with just using a freelance.

I have tried to position ourselves/yourselves into the best

place possible to get the optimum results wanted. I am waiting to hear from three news editors/news executives on three National titles to come back to me with my alternative options for them.

I can't take up too much further time on this [REDACTED] but I do want this to work and will do everything to make that happen.

All I can do is advise what I think the best way is - and at the moment I DON'T think the best way is to pay these three newspapers. I think coming to an much fairer agreement with one of them (if we can) whilst also using our freelance person as a double pointed attack would be the best option but this is yet to be made available to me...

I hope things are good for you otherwise.

Give me a call and tell me what you want to do...

[REDACTED]

[REDACTED]
Fwd: Re:

12 Jan 2016 at 14:24:34
[REDACTED]

Sent from the desk of
[REDACTED]

Sent from my iPhone

Begin forwarded message:

From: [REDACTED]

Date: 12 January 2016 at 13:07:00 GMT

To: [REDACTED]

Subject: Re:

Hi [REDACTED]

Yes, fully agree with [REDACTED] on this. And this was the by far the best, most direct and cost effective approach for what we did.

My advice, (No 2 below), was based on the three National papers all wanting incentives - at roughly £1,500 a shot - at the stage we found ourselves in just before Xmas which involved going to WCC/Platinum Lace/Stringfellow. It was pivotal for us to make things work and for WCC to start taking notice but not so much that it would cost too

much from a business sense. Basically for making the calls, sending reporters and generally making it an official enquiry etc.

I felt there was no good reason to spend £1,500 (or near) x 3 = £4,500 for that part of the project to get WCC involved and an investigation started. We did it perfectly well with our freelance and came to a deal with the papers - at a fraction of the costs that they wanted. We got £1,700 all in for two National papers involvement. (Approx £750/£800 each) The Mirror and Mail. Which they did. They called all concerned, turned up at PL and it worked a dream.

It was the final part of this project that was the tricky bit - getting the license breaches published. This was where the magic (from the Nationals end) came in to play and this is where they would really earn their money etc.

That is why it took so long from my end talking and negotiating with them throughout Xmas and New Year. Firstly because it appeared to be almost impossible for them to ever publish what we wanted a all and it did not appear to be something we could actually pull of.

But secondly because the costs involved from them were prohibitive.

Out of the four Nationals I engaged with: Mail/Mirror/Sun/Express and Star group, three of them wanted between £8,000/£9,000 for their guarantee of even starting to get

a story like ours published and that was even without pictures!

We managed to talk one of them down to £4,000 - which was good all round and this was used as an incentive for all final three papers in the end. The Mirror/Sun and Express/Star.

We only ever expected in our dreams to get one paper involved - with a £4,000 price tag - which The Sun did amazingly. However I still have to square with the Mirror and Express/Star in some way for what they did because all three of them (four actually because the Mail had the same incentive) fulfilled their side.

As I said I have ongoing relationships with all of these papers and I can wear the Express/Star commitment (I will - over a period of weeks - get them to agree it was worth £2,000 and I can assimilate that into any future arrangements I have with them).

Which is fine [REDACTED] from my end and I will finance that and can make it work.

It is the Mirror though I can't get round though. They initially expected £4,000 after publication - and I see it from their end and yours. I had to engage all three of these papers (as was necessary) for us to have any chance of this story appearing. In essence, if one National

fell out (which was a high probability) then we were left with no other avenue of getting the story in. Basically we've managed to get three National papers with the same incentive of approx £4,000 to get that story in the Press.

Out of the realms of fantasy though, in the end, three of them did pull it off splash it big:

I have settled with the Sun.

I can devalue the Express/Star and will cover that cost in total myself.

But the Mirror, sadly, are unhappy with £1,500.

I did say at Maroush last Fri that I'd leave it you guys to come up with a figure for their assistance, which was probably too cavalier of me - knowing what they actually expected to receive. But I hoped I could trade them down and appease them. I have, of sorts, but not enough to square things with them. I assumed that the figure of £1,500 from you would have been higher to balance both the Express/Star and Mirror's stellar results. That was my mistake.

I've explained to the Mirror the situation and - as of this morning - as expected, have got them down to £3,000. I am confident (?) I can probably get them down a bit more but I am on the verge of falling out irreparably with them over this, which I don't want to do.

I have core relationships with some of these executives

for my business and other clients which I don't want to put at risk, I'm afraid. Especially over something like this.

██████████ I'm more than happy to do this for the club over the past couple of months and I'm over the moon that we've got it to work so well but it is starting to unravel financially for me.

I think the margin left to meet with the Mirror is now hopefully reachable. You may have other ideas about that though.

What I would say is that for what you have achieved re PL, and from a starting point of Ground Zero, is immense. And in the future you/we may need to call upon these people again.

I will leave it with you re The Mirror. I can work on them but I am running out of string I'm afraid and I can't jeopardise my business relationship with them too much more.

Give me a shout with your thoughts....

██████████

On 12 Jan 2016, at 11:36, simon

██████████ wrote:

Hi ██████████ sent me this email said he thought this was what was agreed

EXHIBIT TN6
TO WITNESS STATEMENT
OF TONY NASH

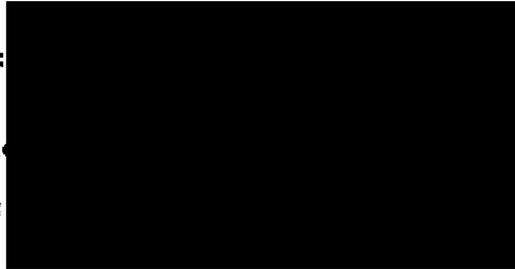
PLATINUM LACE
Bar & Gentleman's Club
Clarendon House, 125 Shenley Road,
Borehamwood, Hertfordshire WD6 1AG

DANCER RECORDS
PRIVATE & CONFIDENTIAL

Dancer real name:

Dancer stage name:

Record open date:



CONTENTS:

Dancer Performance Licence Assessment Form

Dancer Performance Licence

Dancer Code of Conduct

Club Rules for Customers

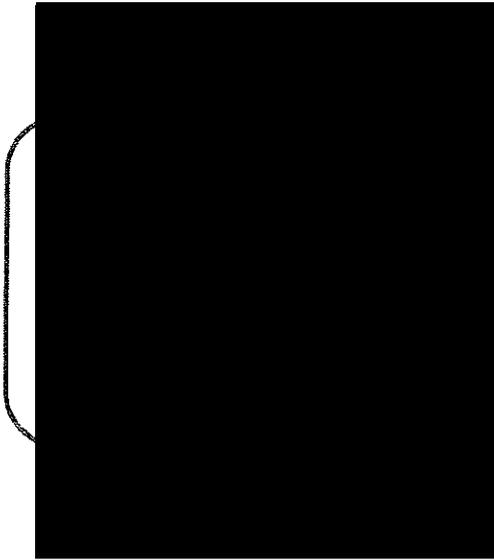
Additional Licence Conditions – attached - YES **NO**

Notice of Breach Form

Tax Guidance

Supplemental Records

Dancer Release



Dancer Performance Licence Assessment

STEP 1 – DANCER DETAILS

Full Name:

Stage Name:

Address:

Postcode:

Telephone:

Mobile:

E-mail:

Date of birth:

Age:

Nationality:

**Languages
spoken:**

Entitlement to work verification:

National Insurance Number:

Are you registered for VAT? VAT Registration Number:

In case of emergency notify:

DANCER PERFORMANCE LICENCE

THIS LICENCE DATE:..

21/08/15

BETWEEN:

(1) **Platinum Lace Trading Ltd** whose registered office is at Clarendon House, 125 Shenley Road, Borehamwood, Hertfordshire, WD6 1AG. Company Registration number [07357594] ("**the Licensor**"); and

(2)



NOW IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

In this Licence:

- 1.1 "**Additional Licence Terms, Restrictions or Conditions**" means any terms or restrictions or conditions from time to time contained in any statutory regulatory local authority or public licence affecting the buildings, premises or licensor's business carried thereon, copies of these shall be displayed on the premises.
- 1.2 "**Approved Areas**" means the areas shown for the purposes of identification only coloured green on the annexed plan.
- 1.3 "**Agreed Attendance**" means such periods (with a minimum of three periods per week each exceeding eight consecutive hours) during the usual opening hours of the Premises as the Performer shall request upon seven days notice to the Licensor and which the Licensor shall agree.
- 1.4 "**Building**" means the building known as [**Platinum Lace Gentleman's Club, 13 Coventry Street, London, W1D 7DH**] [shown for the purposes of identification only edged black on the annexed plan].
- 1.5 "**Compensation**" means [£ variable] payable by the Performer to the Licensor before the end of the Agreed Attendance next following the Agreed Attendance in respect of which Compensation arises.

- 1.6 **"Licence Fee"** means the sum of [£ * Variable] for each Performance and [£ variable] for each agreed attendance.
- 1.7 **"Licence Period"** means [one year].
- 1.8 **"Premises"** means the trading floor rooms forming part of the Building [shown for the purposes of identification only coloured green on the annexed plan].
- 1.9 **"Performance"** means a striptease, nude or semi-nude or bikini dance.
- 1.10 **"Stage Performance"** means a performance on a stage or podium.
- 1.11 **"The Rights"** means the right for the Performer to:
- (a) perform striptease, nude, semi-nude and bikini dances in the manner the Performer shall choose subject to the Additional Licence Terms, Restrictions or Conditions within the Approved Area within the Premises together with any other persons in the Premises as the Licensor shall admit PROVIDED THAT the Performer shall only occupy the Approved Areas during such performances or for seeking to sell such performances to customers and shall co-operate at all times with other performers with similar licences; and
 - (b) the use of the access ways, toilets and changing rooms in the Premises during the Licence Period for their respective purposes only.
- 1.12 References to "losses" are references to liabilities, damages or losses, awards of damages or compensation, penalties, costs, disbursements and expenses arising from any claim, demand, action or proceedings.
- 1.13 Words importing one gender include all other genders; words importing the singular include the plural and vice versa; words importing persons include a corporate body and a partnership and vice versa.
- 1.14 Any agreement by the Performer not to do anything includes an obligation to use reasonable endeavours not to permit or suffer that thing to be done by another person where the Performer is aware that the thing is being done.

1.15 Unless expressly stated to the contrary, any reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under it and any general references to a statute includes any regulations or orders made under that statute.

2. LICENCE

The Licensor grants to the Licensee the Rights (in common with the Licensor and all other persons authorised by the Licensor so far as is not inconsistent with the Rights) during the Agreed Attendances during the Licence Period.

3. PERFORMER'S OBLIGATIONS

The Performer agrees with the Licensor as follows:

3.1 Agreed Attendances

The Performer shall agree at least three Agreed Attendances each week.

3.2 Compensation

3.2.1 The Performer shall pay the Compensation as liquidated damages for failure to attend and/or perform throughout any Agreed Attendance.

3.2.2 The Performer shall pay [xx] the Compensation as liquidated damages for each waiver by the Licensor of any breach of this Licence and/or the Dancer Code of Conduct and/or the Club Rules (and any amendment thereof) referred to in Clause 3.3.1.4 PROVIDED THAT the Licensor is under no obligation to agree to such a waiver.

3.3 Use of Premises

3.3.1 The Performer shall:

3.3.1.1 Undertake Performances using best endeavours and all skill and care;

3.3.1.2 Behave in a professional, courteous and reasonable manner in consideration to, and for the convenience of customers, and other performers on the Premises;

3.3.1.3 Comply with any Additional Licence Terms, Restrictions or Conditions;

3.3.1.4 Comply with Dancers Code of Conduct and Club Rules attached hereto and any amendment thereto that the Licensor shall from time to time notify to the Performer;

- 3.3.1.5 Account for all taxes and NIC due on the Performer's income arising from the Performances;
- 3.3.1.6 Not claim or represent that the relationship between the Licensor and the Performer is other than that of Licensor (and grantor of rights) and Licensee (and recipient of rights). The Performer acknowledges that she is not an employee or agent of the Licensor.

3.4 Statutory obligations

The Performer shall comply in all respects with the requirements of all statutes applicable to the exercise of the Rights.

3.5 Rules and Regulations

The Performer shall comply with all rules and regulations which the Licensor may specify which govern the use of the Premises and exercise of the Rights and of which the Licensor shall notify the Performer.

3.6 Licensor's Rights

3.6.1 The Performer shall not impede in any way the Licensor or its officers, servants or agents in the exercise of the Licensor's rights of possession and control of the Premises.

3.6.2 The Performer shall permit (and not impede) the Licensor and its officers, servants or agents to enter and view Performances and make arrangements for security of, and supervision and preservation of order in, the Premises.

3.6.3 The Performer shall permit the Licensor or its nominated officers at any time to search the Performer and/or their possessions for any illegal drugs. The Licensor may immediately terminate this Licence if the Performer refuses or obstructs such a search.

3.7 Non-Assignment

The Performer shall not assign or sublicense or charge (or otherwise encumber) or place in trust for another or otherwise the whole or any part of the Rights which are personal to the Performer and may only be exercised by the Performer.

3.8 Nuisance

The Performer shall not do anything on or in the Building, nor exercise the Rights, in such a way as to cause damage to the Building or nuisance, annoyance, disturbance, inconvenience, injury or damage to the Licensor or its tenants or the owners or occupiers of adjacent or neighbouring premises.

3.9 Indemnities

Except to the extent that the Licensor may be indemnified by insurance, the Performer shall keep the Licensor fully indemnified against all losses arising directly or indirectly out of any act, omission or negligence of the Licensee, or the exercise or purported exercise of the Rights, or any breach or non-observance by the Performer of the obligations, conditions or other provisions of this Licence.

3.10 Operational Obligations

The Performer shall not:

3.10.1 Do anything to injure the reputation of the Building or the Licensor.

3.10.2 Do anything to breach any Additional Licence Terms, Restrictions or Conditions or regulations of licensing authorities or other local or public authority.

3.10.3 Do anything to imperil any licence granted for the Premises.

3.10.4 Permit smoking on the Premises.

4. LICENSOR'S OBLIGATIONS

The Licensor will:

4.1 Ensure that during the Licence Period the Premises and the access ways and toilets in the Building are properly heated and lighted.

4.2 Make available to the Performer during the Licence Period provision of recorded music, changing rooms and stage lighting.

4.3 Monitor other persons upon the Premises and endeavour to secure adherence to the Customer Code of Conduct and Dancer Code of Conduct operated by the Club.

5. ADVERTISING

Either or both of the Parties may together or separately advertise their respective businesses.

6. TERMINATION

The Rights shall end (without prejudice to the Licensor's rights in respect of any breach of the Performer's obligations in this Licence Agreement): (i) immediately on notice served by the Licensor at any time following any breach by the Performer of the obligations contained in clause 3; or (ii) by agreement between the Licensor and the Performer..

7. MISCELLANEOUS

7.1 Exclusion of warranty as to use

Nothing in this Licence is to imply or warrant that the Premises may lawfully be used or are physically suitable for the exercise of the Rights.

7.2 Exclusion of third party rights

Nothing in this Licence is intended to confer any benefit on any person who is not a party to it.

7.3 Exclusion of Licensor's liability

7.3.1 The Licensor shall not be liable for the death of, or injury to, the Performer or his employees or for damage to any property of theirs, or for any losses, or other liability, incurred by them in the exercise or purported exercise of the Rights except where such death, injury or loss is due to the negligence (as defined in the Unfair Contract Terms act 1977) of the Licensor.

7.3.2 The Performer acknowledges that the Premises are used for adult entertainment and the Performer will witness depictions of explicit and implicit sexual conduct.

7.3.3 The Performer acknowledges that the Performer is not and will not be affected by, and assumes all risks associated with witnessing depictions of explicit and implicit sexual conduct.

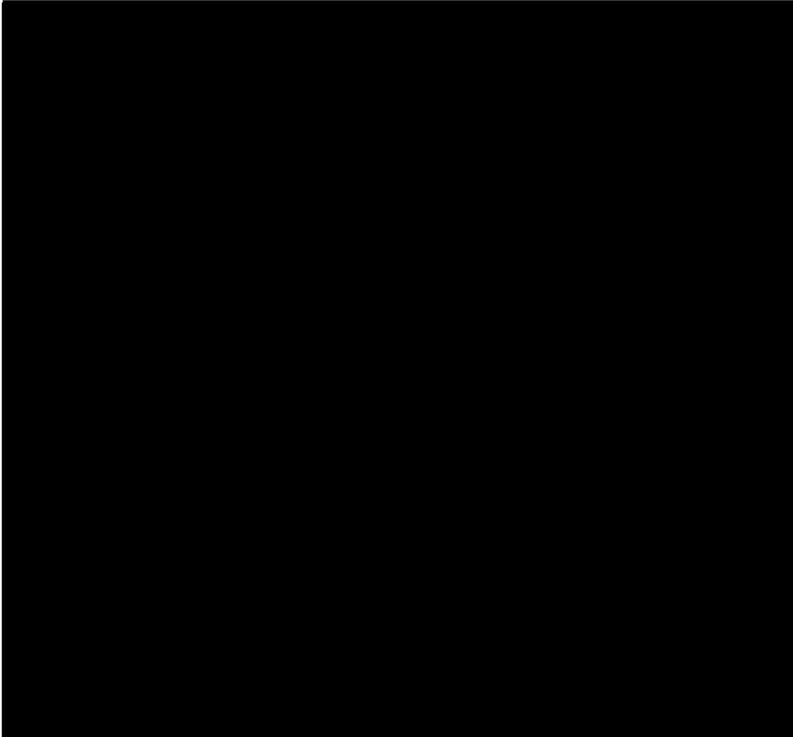
7.3.4 The Performer acknowledges that the Licensor does not warrant that there shall be any customers who may wish to purchase the Performer's services at any Agreed Attendance.

7.4 Severability

If any part of this Licence shall be illegal or unenforceable this Licence shall, to the extent possible, be interpreted as if that part was omitted.

7.5 Notices

All notices served by either party pursuant to the provisions of this Licence shall be in writing and shall be sufficiently served if delivered by hand or sent by recorded delivery to the address of the Licensor or the Performer specified in this Licence.



London additional SEVL conditions.

Relevant Entertainment shall be given only by performers and the audience shall not be permitted to participate in the relevant entertainment.

There shall be no physical contact between performers whilst performing.

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.

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.

Customers must remain fully clothed at all times. The performer must not remove any of the customer's clothing at any time.

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.

Performers must redress fully immediately after each performance.

Club Rules

A. Rules on arrival and departure from the club

1. No person under the age of 18 shall be admitted to the Club.
2. By entering you acknowledge that you may see nudity and do not consider that to be indecent or offensive.
3. The Club reserves the right to refuse entry.
4. No person who is intoxicated (in the opinion of the Club) shall be admitted to the Club.
5. All persons entering, being on and exiting the Club shall wear appropriate attire, as determined by the Club.
6. You will leave the Club quietly and not cause a nuisance or annoyance to neighbouring premises or persons.
7. Please don't drink and drive. The Club will call a taxi for you on request.

B. Dress code

1. [Definition of 'appropriate attire' for customers - Club specific rules may apply]
2. The Club may require particular attire for special events.

C. Rules in the club

1. Mobile phones may be used only for phone calls and not for taking photographs or making video recordings within the club.
2. You will not take any photos or record any videos with any device (including mobile phones). You will surrender to the Club any equipment that the Club has reason to believe has been used for taking photos or recording videos. Such equipment will not be returned to you until the Club is satisfied that there are no photos or videos stored on it which may be in breach of these rules.
3. You will remain seated in the dance area other than on arrival, departure, visiting toilets or bar area.
4. You will not enter a VIP area except at the direction of a member of staff or a dancer.
5. You will leave a VIP area at the direction of a member of staff or a dancer.
6. You will not use language or gestures of an inappropriate, offensive, suggestive or sexually graphic nature or solicit any service from anyone within the Club to be performed outside of the Club.
7. You will remain fully clothed.
8. You will not dance.
9. You will not undertake any unlawful activity or any indecent, offensive or abusive behaviour.
10. You will comply with all requests and directions of the Club, dancers and members of staff.
11. You will leave the Club on request.

D. Rules during dances

1. You will not have, or attempt to have, intentional bodily contact with other customers, members of staff or dancers except for the placing of money or platinum Chips into the hands of dancers at the commencement or conclusion of a dance.
2. You will remain seated with your hands by your sides throughout a nude or semi-nude dance.
3. You accept that any dance may stop and may not recommence for any reason.

E. Pricing and tips

1. A 15% discretionary service charge will be added to your drinks and food bill.
2. Platinum Chips can be purchased with any approved credit card or sterling cash. A 20% service charge for each card transaction amount will be added and shown on the credit card receipt. The card receipt and statement will not show 'Platinum Lace'.
3. Platinum Chips will not be accepted for the purchase of drinks or food.

F. Dance Guidelines

1. Dancers are self-employed and dance fees may be negotiated with individual dancers.
2. Dancers decide to whom they will perform and at what price.
3. You should agree a price with a dancer prior to each performance by that dancer.
4. Dancers will usually charge £10 topless on the main floor and £20 full nude in VIP rooms.
5. You may tip a dancer and/or buy them a drink.
6. It is customary to tip a minimum of £1 per dance while you are seated at the tip rail around the main stage. £1 tipping vouchers can be purchased for cash from waitresses.

Club rules continued.

Each dancer is self-employed and is not an employee of P L Trading Ltd or any of its subsidiary trading companies. Therefore each dancer is responsible for her own adherence to the club rules as set out below and with (among other things) laws on prostitution, solicitation and the use of illegal drugs.

Each dancer must have a Dancer's Performance Licence to dance within the Club.

Compliance with the club rules is mandatory and non-compliance may lead to termination of the Dancer's Performance Licence with no notice.

Dancers, staff and customers are all expected to keep to certain mandatory rules, codes of dress and club rules in the premises. The code of conduct and club rules set out the standards to which dancers are required to adhere. Dancers must at all times encourage customers to comply with the Club Rules and not to do anything which would cause a customer to be in breach of the Club Rules.

A. Rules on arrival and departure from the club

1. No person under the age of 18 shall be admitted to the Club.
2. By entering the Club or providing services there (during attendances or otherwise). You acknowledge that you may see nudity and do not consider that to be indecent or offensive.
3. The Club reserves the right to refuse entry.
4. No person who is intoxicated (in the opinion of the Club) shall be admitted to the Club.
5. You will sign in at the commencement of all attendances in accordance with the records provided by the Club Management.
6. All persons entering, being at and exiting the Club shall wear appropriate attire. You will arrive at and leave the Club fully dressed in clean, neat and smart attire.
7. After exiting the changing rooms you will dress in accordance with the Dress Code (which is set out below) and you will provide your own attire to wear to accord with the Dress Code.
8. You will arrive at the Club with sufficient time before an Agreed Attendance to ensure that you are ready to perform and on the main floor for the start time of the Agreed Attendance. (An 'Agreed Attendance' is defined in Your Dancer Performance Licence.)
9. You will only leave the Club as directed by Club Management, and only after customers have left at the end of an Agreed Attendance (except in the case of emergencies, when Club Management may direct you otherwise). If you leave in breach of this provision you will not be readmitted for the remainder of the Agreed Attendance.

10. You will leave the Club quietly and not cause a nuisance or annoyance to neighbouring premises or persons.

11. Please don't drink and drive. The Club will call a taxi for you on request.

12. Where possible and at the end of an Agreed Attendance, You will be escorted by a member of Security Staff either to a requested taxi or your car.

B. Dress code

1. Dancers' attire shall include elegant floor length gowns, 3 piece lingerie set, high heel (minimum 3") shoes, costume jewellery, hairpieces, gloves, G-string or t-back undergarments each as the Club shall approve.

2. Dancers shall remain fully clothed in accordance with the Dress Code unless they are performing on the stage, podium or for a seated customer.

3. Dancers may remove their clothing whilst on the stage, podium or performing to a seated customer. Dancers must fully dress at the end of each performance.

4. The Club may require particular attire for special events.

C. Rules in the club

1. You will not use a mobile phone outside of the changing rooms without Club Management's express consent.

2. You will not take any photos or record any videos with any device (including mobile phones). You will surrender to the Club any equipment that the Club has reason to believe has been used for taking photos or recording videos. Such equipment will not be returned to you until the Club is satisfied that there are no photos or videos stored on it which may be in breach of these rules.

3. You will not give out any personal information (including phone numbers or contact details of anyone) but can tell customers when your Agreed Attendances take place.

4. You will not accept any personal information from Customers other than business cards, which you will immediately hand over to Club Management.

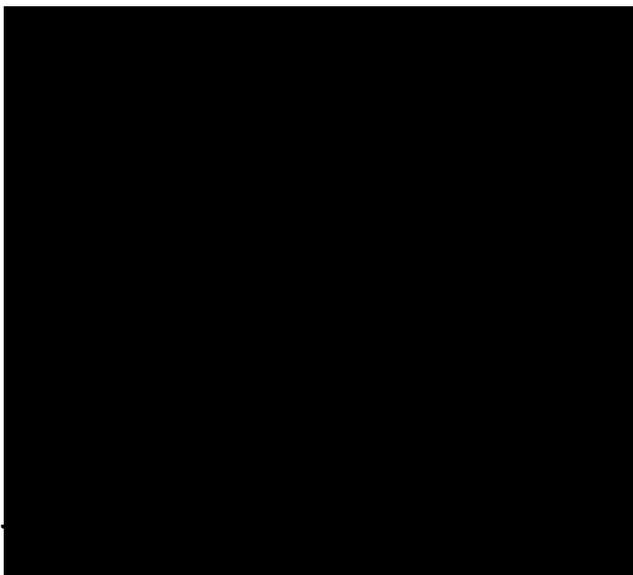
5. You will not intentionally contact, meet or agree to contact or meet Customers outside of the Club.

6. You will only perform in the approved areas of the Club so designated by the Club Management and will move to or leave any part of the Club as directed by Club Management.

7. You will not allow yourself to be in the company of a customer other than in the areas of the Club so Designated by Club Management.

8. You will not perform a nude table dance outside of the areas of the Club so designated by Club Management.
9. You will only consume alcohol in moderation and will not consume any if directed to do so by Club Management.
10. You will not consume, possess or be under the influence of any unlawful drug or substance.
11. You will not invite or knowingly encourage or permit your spouse, partner or anyone with whom you have or have had a romantic relationship to be in the Club. In the event such a person is attending or is to attend and you have no control over such attendance, you shall notify the Club Management as soon as this is apparent to you.
12. You accept that the Club may use video and audio recording devices throughout the Club.
13. You accept that any breach of these rules or the Code of Conduct will result in a revocation of Your Dancer's Performance Licence, in your being barred from entering any Platinum Lace Club and potentially in a claim for damages against you. Any breach may, depending on its nature, also be reported to the Police.
14. You will not undertake any unlawful activity or any indecent, offensive or abusive behaviour.
15. You will comply with all requests and directions of the Club Management and members of staff in accordance with your Dancer Performance Licence and these rules.

You acknowledge that you have read, understood and will comply with these rules.



TAX GUIDANCE

The information in this Tax Guidance is provided for general information purposes only. You are self-employed and are responsible for your own tax compliance and we strongly suggest that you take advice from a reputable and qualified tax adviser.

You are not an employee of the Club. You are self-employed and are responsible for paying your own tax and national insurance contributions.

You should therefore register with HM Revenue and Customs ("HMRC") for self-assessment and national insurance. You may have to file tax returns annually and possibly make payments of tax on account. Since we will not collect tax from you, this is your responsibility.

You may also need to register for VAT if the value of your supplies exceeds the turnover threshold for VAT. So if you are paid more than this threshold (the amount of which in a given year is available on HMRC's website) for dances then you may need to register.

You will have to account to HMRC for any VAT you charge and file tax returns.

HMRC's website is www.hmrc.gov.uk and has a lot of this information. If you would like to speak to someone in HMRC, you should follow the links on the website under self-employment and VAT.

PLATINUM LACE
Bar & Gentleman's Club
Clarendon House, 125 Shenley Road,
Borehamwood, Hertfordshire WD6 1AG

**PROCEDURE FOR NOTICE OF BREACH OF DANCERS
PERFORMANCE LICENCE AND/OR DANCERS CODE OF
CONDUCT AND/OR CLUB RULES**

1. Dancer shall be informed immediately or as soon as practical depending on the breach.
2. Club Manager to decide on appropriate response in accordance with Company Guidelines.
3. Dancer and Management must complete a "Notice of Breach Form" for all breaches.
4. A copy of the Notice of Breach Form will be sent to Head Office and to the Dancer - all forms to be collated in a Club Breach Log (for internal use only) and all compensation received must be declared on daily analysis.

Any appeal may be heard by GM, Company Secretary and finally Managing Director of Platinum Lace.

PLATINUM LACE
Bar & Gentleman's Club
Clarendon House, 125 Shenley Road,
Borehamwood,
Hertfordshire WD6 1AG

**NOTICE OF BREACH OF DANCERS PERFORMANCE LICENCE
AND/OR DANCERS CODE OF CONDUCT AND/OR CLUB RULES**

DATE OF BREACH:.....

Time:.....

Video Machine: A:B:.....

Video Time:.....

DANCER'S NAME:.....

Nature of Breach:.....

Number of previous breaches:.....

Licence terminated **Suspended** **Compensation received**

Manager present:.....

Signature:.....

Witness present:.....

Signature:.....

I have been notified of the above breach and fully understand and accept the reason given for this notice.

Signature of dancer:.....

Date:.....

Copies to: Club Breach Log, Dancer, Head Office

DANCER WELFARE AND EQUALITY POLICY

All customers, staff and dancers will be treated with dignity and respect.

For dancers performing in its clubs Platinum Lace seeks:

- To provide a framework for their welfare and support and to raise their awareness of the importance of their wellbeing.
- To provide a safe, healthy venue in which dancers can perform.
- Ensure dancers performing in its clubs are treated in a fair, sensitive and confidential manner
- Provide pastoral/welfare support
- To provide advice and support in relation to all welfare, safety and health issues as requested

Each Venue will have a nominated female member of staff who will act as a welfare officer should any dancer feel unable to approach a member of the management team. In addition, all dancers will be able to contact either one of the 'House Mothers' at a London Venue for additional advice and support. This information and contact numbers will be displayed on a notice within each Venue and will be made available by the Venue manager. It is anticipated that dancers would continue to approach a member of the management team in the first instance.

Regular Dancer meetings will be held to discuss any issues, suggestions and encourage feedback.

Customer and Dancer Codes of Conduct and Club Rules will be rigorously enforced to avoid potential incidents of sexual harassment or aggressive behaviour. All members of staff are to remain alert and immediately report any suspected incidents of this nature. Dancers are encouraged to do the same.

All employees, including bar staff, waitresses, DJs, receptionists and toilet attendants are considered front line staff and are encouraged to report any matter which causes them concern. Platinum Lace operates its Venues as Gentlemen's Clubs and this standard of behaviour is expected from customers.

Dancers are reminded that for their own safety they must comply with all legal and statutory requirements, the Dancer Code of Conduct, Club Rules, Additional Licence Terms, Restrictions and Conditions

Dancers are fully aware of the significant earning potential within the Platinum Lace brand. To counter any concerns by dancers having to leave their Agreed Attendance due to ill health or emergency, Platinum Lace will not seek compensation where leaving has been agreed with the Venue management team.

Although dancers are self-employed, the safety and welfare of dancers is paramount. Under no circumstances will any act of discrimination or exploitation be tolerated. Any report of such incidents, either through the management team, welfare officer or the 'House Mothers' will be reported to the Operations Director.

Through experience, best practice and in liaison with statutory and public bodies a tried and tested compensation procedure has been adopted. This is set out in the Dancer Performance Licence. Managers use this procedure where necessary to ensure compliance with the Dancer Code of Conduct, Club Rules and Dancer Performance Licence whilst compensating Platinum Lace for loss arising from breaches. This procedure is intended to act primarily as a deterrent. Platinum Lace intends to use any monies collected in this manner for the general welfare of dancers.

Drinking water will be made readily available during operating hours. Dancers should ensure that they take appropriate breaks and refreshment during Agreed Attendances.

Discounted promotional products for fitness, beauty and clothing made available to Platinum Lace will be brought to the attention of dancers.

Dancers will be fully briefed on Health and Safety, First Aid, Fire Evacuation and security lock procedures applicable to the Venue.

Performances in any part of the Approved Areas must be within a clear sight line of a member of staff so that adherence to the Customer Code of Conduct, Club Rules and Dancer Code of Conduct can be monitored. There should be a member of security or management staff in the Approved Areas at all times when dancers perform.

Changing/Rest Room Policy

Separate shower, changing and toilet facilities will be provided for dancers. Secure storage will be provided where feasible.

No member of staff will enter the Dancer changing room without good cause. Visits are restricted to members of the management team and those expressly authorised by them. Prior to entering the room the staff member must knock on the door and announce themselves. Combination locks may be installed on the door. Signs will be displayed setting out the rules for entering the room.

Drug search policy

Platinum Lace operates a zero tolerance policy to drug possession and/or abuse. Dancers and their possessions may be searched by a nominated member of staff for any illegal drugs. Refusal to agree to such a search may result in an immediate termination of the Dancer Performance Licence and exclusion from all Platinum Lace venues.

Model Release Form

In consideration of my engagement as a model; upon the terms herewith stated, I hereby given to Platinum Lace Trading Ltd, associated subsidiaries, legal representatives and assigns and those acting with its authority and permission:

- a) The unrestricted right and permission to copyright and use, re-use, publish and republish photographic portraits or pictures of me or in which I may be included intact or in part, composite or distorted in character or form, without restriction as to changes or transformations in conjunction with my own or a fictitious name, or reproduction hereof in colour or otherwise, made through any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other purpose whatsoever.
- b) I also permit the use of any printed material in connection therewith.
- c) I hereby relinquish any right that I may have to examine or approve the completed product or products or the advertising copy or printed matter that may be used in conjunction therewith or the use to which it may be applied.
- d) I hereby release and discharge Platinum Lace Trading Ltd from any liability by virtue of any blurring, distortion, alteration, optical illusion or use in composite form whether intentional or otherwise, that may occur or be produced in the taking of said picture or in any subsequent processing thereof as well as any publication thereof including without limitation any claims for libel or invasion of privacy.
- e) I hereby affirm that I am over the age of majority and have the right to contract in my own name. I have read the above authorisation release and agreement, prior to its execution; I fully understand the contents thereof. This agreement shall be binding upon me and my heirs, legal representatives and assigns.

DATED: _____

SIGNED (BIRTH NAME): _____

ADDRESS: _____

CITY: _____

POSTCODE: _____

TELEPHONE: _____

WITNESS ON BEHALF OF PLATINUM LACE TRADING LTD

SIGNED _____

PRINT NAME _____

DANCER PERFORMANCE LICENCE

STEP 2 - PRELIMINARY DISCUSSION WITH MANAGER COVERING

Previous experience as a dancer

| Club | City | Manager | Telephone No. |
|------|------|---------|---------------|
| | | | |

Most recent venues performed at

SPR Keweenaw

Reason for ceasing to perform at venues (if applicable)

Not busy enough

Knowledge and understanding of Platinum Lace brand

✓

Found out about Platinum Lace via:

Friend

Dance audition completed satisfactorily

STEP 3 – FAMILIARISATION WITH CLUB

Explanation of:

- Requesting stage and podium opportunities schedule**
- Agreed Attendance process and definition**
- Changing room etiquette**
- Payment and charging**
- Explain Club rules and code of conduct in detail – signature**
- Copy attached**
- Explanation of additional conditions as part of the Licences**
- Copy attached**
- Explanation of dispute procedure**
- Customer relations and conflict management procedures**
- Arrival and exit procedures for the premises**
- Fire Safety – Health and Safety**
- Incident reporting**
- Application fee paid**

Promotional Opportunities

I am interested in the following:

- TV Events Newspapers & magazines Fivering None



MANAGEMENT CHECKLIST

STEP 4

Preliminary Discussion

Two forms of identification to include utility bill and photo ID
Passport VISA Review Date 21/8/16

Data Protection Statement requested and received

Dancer Performance Licence Assessment completed

Dancer Performance Licence completed

Code of Conduct fully explained and completed
Club Rules

Additional Licence, Terms, Restrictions and Conditions

Explained and displayed copy shown

Dispute procedure explained and completed

Formal procedures completed

Tour of Building completed

Awareness of fire exists and Health & Safety procedure

Dancer Welfare policy explained

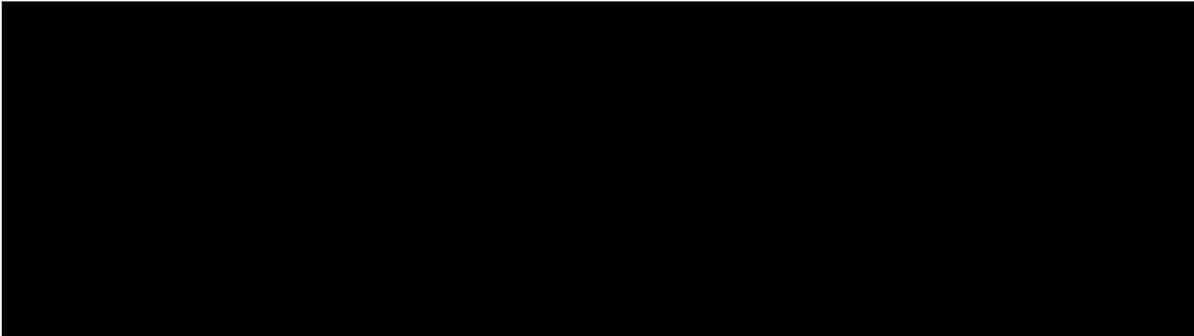
Release form included (if required)
Envelope completed (with photo attached)



PLATINUM LACE
BAR & GENTLEMEN'S CLUB

13 COVENTRY STREET, PICCADILLY CIRCUS, LONDON, W1D 7DH
Telephone: 020 7297 3200

Dancer Audition Detail & Assessment Sheet



Platinum Lace Management Only Below this Line

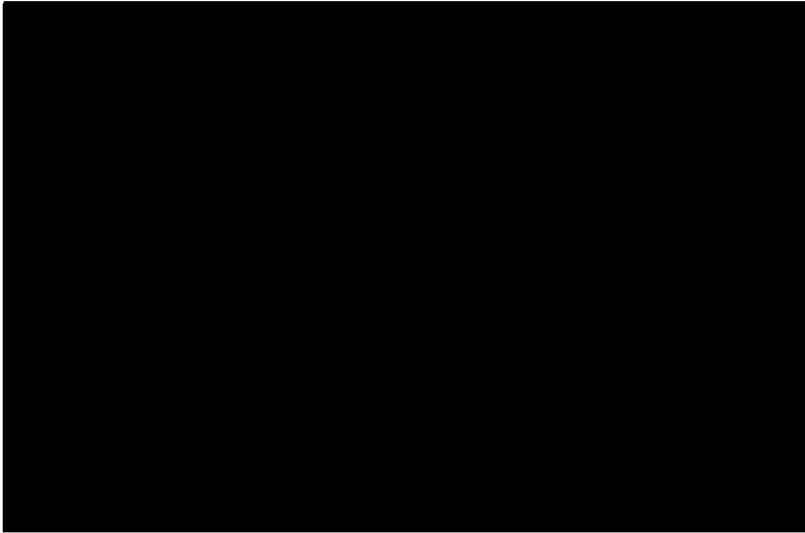
ALL auditions MUST be marked accordingly to the following selection criteria

| | | | | |
|---|------------|----------------|-------------|--------------------|
| Initial 1 st impressions | BAD | <u>AVERAGE</u> | GOOD | EXCEPTIONAL |
| General Etiquette: (Good grammar and pronunciation, no swearing, not chewing gum) | BAD | AVERAGE | <u>GOOD</u> | EXCEPTIONAL |
| Understanding of the English Language: | BAD | AVERAGE | GOOD | <u>EXCEPTIONAL</u> |
| Hair & Makeup for Audition: | <u>BAD</u> | AVERAGE | GOOD | EXCEPTIONAL |
| Dress Selection: | BAD | <u>AVERAGE</u> | GOOD | EXCEPTIONAL |
| Stage audition: (Eye contact, use of the space, presence, sensuality, coordination...) | BAD | AVERAGE | <u>GOOD</u> | EXCEPTIONAL |
| Use of Pole and Stage during audition: (Extent of pole tricks, use of pole, stage floor and furniture etc) | BAD | AVERAGE | <u>GOOD</u> | EXCEPTIONAL |
| Physical appearances: (Bad tattoo, saggy breast, cellulite, stomach, teeth...) | BAD | AVERAGE | <u>GOOD</u> | EXCEPTIONAL |
| Applicants Figure: | PETITE | <u>SLIM</u> | MEDIUM | LARGE |

Comments: Hair - Dead! (told was at sophistreats)

Audition: SUCCESSFUL UN-SUCCESSFUL 21st Aug!

Auditioned by: Tina/ Applicant Start Date: Day Shift (tomorrow)



UNTIL FURTHER
NOTICE
SUSPENDED

**PLATINUM LACE
Bar & Gentleman's Club**
Clarendon House, 125 Shenley Road,
Borehamwood,
Hertfordshire WD6 1AG

**NOTICE OF BREACH OF DANCERS PERFORMANCE LICENCE
AND/OR DANCERS CODE OF CONDUCT**

DATE OF BREACH:..... 21/8/15
Time:.....
Video Machine: A:B:.....
Video Time:.....

DANCER'S NAME: [REDACTED]
Nature of Breach: [REDACTED]

Number of previous breaches:.....
Licence terminated Suspended Compensation received

Manager present:..... [Signature]

Signature:..... M. WATKINSON

Witness present:..... [Signature]

Signature:..... [Signature]

I have been notified of the above breach and fully understand and accept the reason given for this notice.

Signature of dancer: [REDACTED]
Date:..... 21/8/15

Copies to: Club Breach Log, Dancer, Head Office

DISMISSED
6/1/16

PLATINUM LACE
Bar & Gentleman's Club
Clarendon House, 125 Shenley Road,
Borehamwood,
Hertfordshire WD6 1AG

**NOTICE OF BREACH OF DANCERS PERFORMANCE LICENCE
AND/OR DANCERS CODE OF CONDUCT**

DATE OF BREACH:..... 12/12/15

Time:..... 04.00 Am.

Video Machine: A:B:.....

Video Time:.....

DANCER'S NAME:.....


Nature of Breach:..... EXCESSIVE CONTACT

Number of previous breaches:..... 1

Licence terminated **Suspended** **Compensation received**

Manager present:..... K. AVEL

Signature:..... 

Witness present:..... M. WATKINSON

Signature:..... 

I have been notified of the above breach and fully understand and accept the reason given for this notice.

Signature of dancer:.....

Date:.....

Copies to: Club Breach Log, Dancer, Head Office

EXHIBIT TN4
TO WITNESS STATEMENT
OF TONY NASH

ISSA

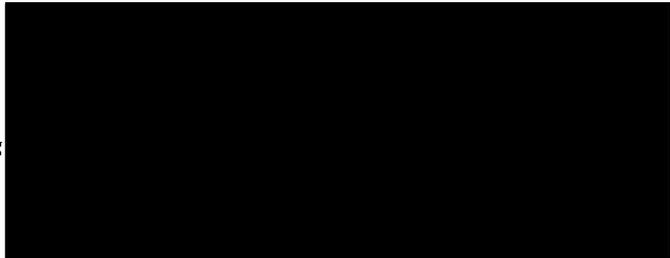
PLATINUM LACE
Bar & Gentleman's Club
Clarendon House, 125 Shenley Road,
Borehamwood, Hertfordshire WD6 1AG

DANCER RECORDS
PRIVATE & CONFIDENTIAL

Dancer real name:

Dancer stage name:

Record open date:



CONTENTS:

Dancer Performance Licence Assessment Form

Dancer Performance Licence

Club rules for dancers

Club Rules for Customers

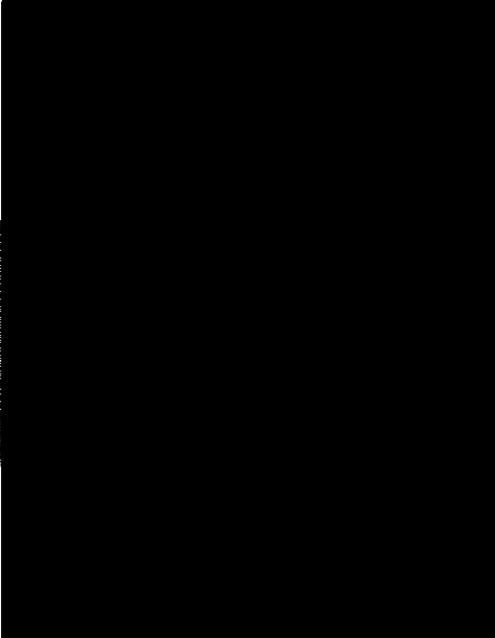
Additional Licence Conditions - attached - YES NO

Notice of Breach Form

Tax Guidance

Supplemental Records

Dancer Release



Dancer Performance Licence Assessment

STEP 1 – DANCER DETAILS

Full Name:

Stage Name:

Address:

Postcode:

Telephone:

Mobile:

E-mail:

Date of birth:

Age:

Nationality:

Languages spoken:

Entitlement to work verification:

National Insurance Number: _____

Are you registered for VAT? VAT Registration Number: _____ / _____

In case of emergency notify:



DANCER PERFORMANCE LICENCE

THIS LICENCE is made 29 09 15

BETWEEN:

- (1) **Platinum Lace Trading Ltd** whose registered office is at Clarendon House, 125 Shenley Road, Borehamwood, Hertfordshire, WD6 1AG. Company Registration number 07357594 ("the Licensor"); and
- (2) [] of [] OR whose registered office is at [], Company Registration number [] ("the Performer"); and (Together referred to as "the Parties").

NOW IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

In this Licence:

- 1.1 "Additional Licence Terms, Restrictions or Conditions" means any terms or restrictions or conditions from time to time contained in any statutory regulatory local authority or public licence affecting the buildings, premises or Licensor's business carried thereon, copies of these shall be displayed on the premises.
- 1.2 "Approved Areas" means the areas shown for the purposes of identification only coloured green on the annexed plan.
- 1.3 "Agreed Attendance" means such periods (with a minimum of three periods per week each exceeding eight consecutive hours) during the usual opening hours of the Premises as the Performer shall request upon seven days notice to the Licensor and which the Licensor shall agree.
- 1.4 "Building" means the building known as [**Platinum Lace Gentleman's Club, 13 Coventry Street, London, W1D 7DH**] [shown for the purposes of identification only edged black on the annexed plan].
- 1.5 "Compensation" means [£ variable] payable by the Performer to the Licensor before the end of the Agreed Attendance next following the Agreed Attendance in respect of which Compensation arises.

- 1.6 "Licence Fee" means the sum of [£variable] for each Performance and [£variable] for each agreed attendance.
- 1.7 "Licence Period" means [one year].
- 1.8 "Premises" means the trading floor rooms forming part of the Building [shown for the purposes of identification only coloured green on the annexed plan].
- 1.9 "Performance" means a striptease, nude or semi-nude or bikini dance.
- 1.10 "Stage Performance" means a performance on a stage or podium.
- 1.11 "The Rights" means the right for the Performer to:
- (a) perform striptease, nude, semi-nude and bikini dances in the manner the Performer shall choose subject to the Additional Licence Terms, Restrictions or Conditions within the Approved Area within the Premises together with any other persons in the Premises as the Licensor shall admit PROVIDED THAT the Performer shall only occupy the Approved Areas during such performances or for seeking to sell such performances to customers and shall co-operate at all times with other performers with similar licences; and
 - (b) the use of the access ways, toilets and changing rooms in the Premises during the Licence Period for their respective purposes only.
- 1.12 References to "losses" are references to liabilities, damages or losses, awards of damages or compensation, penalties, costs, disbursements and expenses arising from any claim, demand, action or proceedings.
- 1.13 Words importing one gender include all other genders; words importing the singular include the plural and vice versa; words importing persons include a corporate body and a partnership and vice versa.
- 1.14 Any agreement by the Performer not to do anything includes an obligation to use reasonable endeavours not to permit or suffer that thing to be done by another person where the Performer is aware that the thing is being done.

- 1.15 Unless expressly stated to the contrary, any reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under it and any general references to a statute includes any regulations or orders made under that statute.

2. LICENCE

The Licensor grants to the Licensee the Rights (in common with the Licensor and all other persons authorised by the Licensor so far as is not inconsistent with the Rights) during the Agreed Attendances during the Licence Period.

3. PERFORMER'S OBLIGATIONS

The Performer agrees with the Licensor as follows:

3.1 Agreed Attendances

The Performer shall agree at least three Agreed Attendances each week.

3.2 Compensation

3.2.1 The Performer shall pay the Compensation as liquidated damages for failure to attend and/or perform throughout any Agreed Attendance.

3.2.2 The Performer shall pay [xx] the Compensation as liquidated damages for each waiver by the Licensor of any breach of this Licence and/or the Dancer Code of Conduct (and any amendment thereof) referred to in Clause 3.3.1.4 PROVIDED THAT the Licensor is under no obligation to agree to such a waiver.

3.3 Use of Premises

3.3.1 The Performer shall:

3.3.1.1 Undertake Performances using best endeavours and all skill and care;

3.3.1.2 Behave in a professional, courteous and reasonable manner in consideration to, and for the convenience of customers, and other performers on the Premises;

3.3.1.3 Comply with any Additional Licence Terms, Restrictions or Conditions;

3.3.1.4 Comply with Dancers Code of Conduct attached hereto and any amendment thereto that the Licensor shall from time to time notify to the Performer;

- 3.3.1.5 Account for all taxes and NIC due on the Performer's income arising from the Performances;
- 3.3.1.6 Not claim or represent that the relationship between the Licensor and the Performer is other than that of Licensor (and grantor of rights) and Licensee (and recipient of rights). The Performer acknowledges that she is not an employee or agent of the Licensor.

3.4 Statutory obligations

The Performer shall comply in all respects with the requirements of all statutes applicable to the exercise of the Rights.

3.5 Rules and Regulations

The Performer shall comply with all rules and regulations which the Licensor may specify which govern the use of the Premises and exercise of the Rights and of which the Licensor shall notify the Performer.

3.6 Licensor's Rights

3.6.1 The Performer shall not impede in any way the Licensor or its officers, servants or agents in the exercise of the Licensor's rights of possession and control of the Premises.

3.6.2 The Performer shall permit (and not impede) the Licensor and its officers, servants or agents to enter and view Performances and make arrangements for security of, and supervision and preservation of order in, the Premises.

3.6.3 The Performer shall permit the Licensor or its nominated officers at any time to search the Performer and/or their possessions for any illegal drugs. The Licensor may immediately terminate this Licence if the Performer refuses or obstructs such a search.

3.7 Non-Assignment

The Performer shall not assign or sublicense or charge (or otherwise encumber) or place in trust for another or otherwise the whole or any part of the Rights which are personal to the Performer and may only be exercised by the Performer.

3.8 Nuisance

The Performer shall not do anything on or in the Building, nor exercise the Rights, in such a way as to cause damage to the Building or nuisance, annoyance, disturbance, inconvenience, injury or damage to the Licensor or its tenants or the owners or occupiers of adjacent or neighbouring premises.

3.9 Indemnities

Except to the extent that the Licensor may be indemnified by insurance, the Performer shall keep the Licensor fully indemnified against all losses arising directly or indirectly out of any act, omission or negligence of the Licensee, or the exercise or purported exercise of the Rights, or any breach or non-observance by the Performer of the obligations, conditions or other provisions of this Licence.

3.10 Operational Obligations

The Performer shall not:

- 3.10.1 Do anything to injure the reputation of the Building or the Licensor.
- 3.10.2 Do anything to breach any Additional Licence Terms, Restrictions or Conditions or regulations of licensing authorities or other local or public authority.
- 3.10.3 Do anything to imperil any licence granted for the Premises.
- 3.10.4 Permit smoking on the Premises.

4. LICENSOR'S OBLIGATIONS

The Licensor will:

- 4.1 Ensure that during the Licence Period the Premises and the access ways and toilets in the Building are properly heated and lighted.
- 4.2 Make available to the Performer during the Licence Period provision of recorded music, changing rooms and stage lighting.
- 4.3 Monitor other persons upon the Premises and endeavour to secure adherence to the Customer Code of Conduct and Dancer Code of Conduct operated by the Club.

5. ADVERTISING

Either or both of the Parties may together or separately advertise their respective businesses.

6. TERMINATION

The Rights shall end (without prejudice to the Licensor's rights in respect of any breach of the Performer's obligations in this Licence Agreement): (i) immediately on notice served by the Licensor at any time following any breach by the Performer of the obligations contained in clause 3; or (ii) by agreement between the Licensor and the Performer..

7. MISCELLANEOUS

7.1 Exclusion of warranty as to use

Nothing in this Licence is to imply or warrant that the Premises may lawfully be used or are physically suitable for the exercise of the Rights.

7.2 Exclusion of third party rights

Nothing in this Licence is intended to confer any benefit on any person who is not a party to it.

7.3 Exclusion of Licensor's liability

7.3.1 The Licensor shall not be liable for the death of, or injury to, the Performer or his employees or for damage to any property of theirs, or for any losses, or other liability, incurred by them in the exercise or purported exercise of the Rights except where such death, injury or loss is due to the negligence (as defined in the Unfair Contract Terms act 1977) of the Licensor.

7.3.2 The Performer acknowledges that the Premises are used for adult entertainment and the Performer will witness depictions of explicit and implicit sexual conduct.

7.3.3 The Performer acknowledges that the Performer is not and will not be affected by, and assumes all risks associated with witnessing depictions of explicit and implicit sexual conduct.

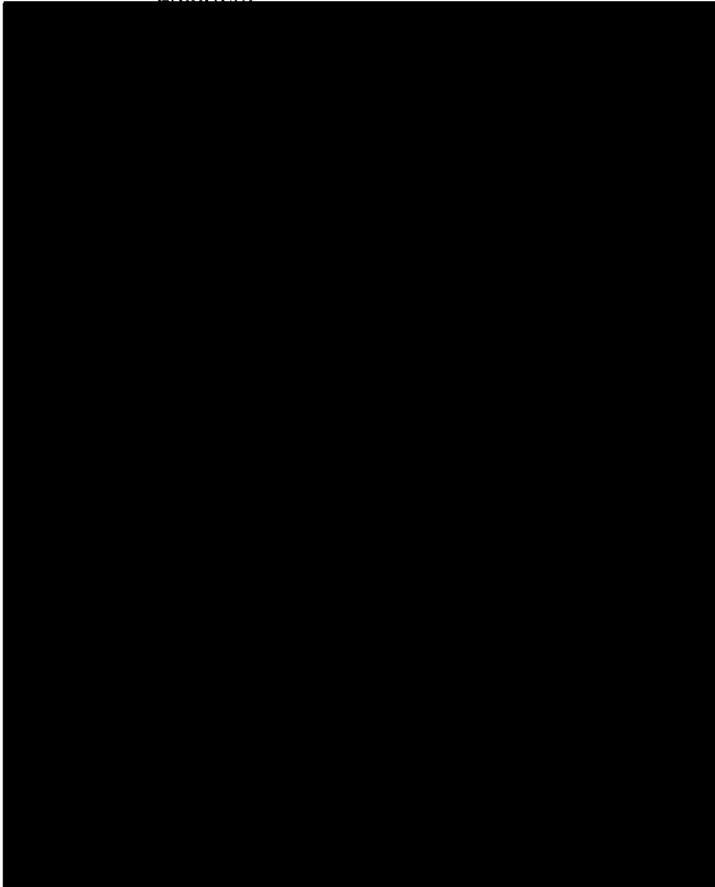
7.3.4 The Performer acknowledges that the Licensor does not warrant that there shall be any customers who may wish to purchase the Performer's services at any Agreed Attendance.

7.4 Severability

If any part of this Licence shall be illegal or unenforceable this Licence shall, to the extent possible, be interpreted as if that part was omitted.

7.5 Notices

All notices served by either party pursuant to the provisions of this Licence shall be in writing and shall be sufficiently served if delivered by hand or sent by recorded delivery to the address of the Licensor or the Performer specified in this Licence.



London additional SEVL conditions.

Relevant Entertainment shall be given only by performers and the audience shall not be permitted to participate in the relevant entertainment.

There shall be no physical contact between performers whilst performing.

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.

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.

Customers must remain fully clothed at all times. The performer must not remove any of the customer's clothing at any time.

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.

Performers must redress fully immediately after each performance.

Club Rules

A. Conduct on arrival and departure from the club

1. No person under the age of 18 shall be admitted to the Club.
2. By entering you acknowledge that you may see nudity and do not consider that to be indecent or offensive.
3. The Club reserves the right to refuse entry.
4. No person who is intoxicated (in the opinion of the Club) shall be admitted to the Club.
5. All persons entering, being on and exiting the Club shall wear appropriate attire, as determined by the Club.
6. You will leave the Club quietly and not cause a nuisance or annoyance to neighbouring premises or persons.
7. Please don't drink and drive. The Club will call a taxi for you on request.

B. Dress code

1. [Definition of 'appropriate attire' for customers – Club specific rules may apply]
2. The Club may require particular attire for special events.

C. Conduct in the club

1. Mobile phones may be used only for phone calls and not for taking photographs or making video recordings within the club.
2. You will not take any photos or record any videos with any device (including mobile phones). You will surrender to the Club any equipment that the Club has reason to believe has been used for taking photos or recording videos. Such equipment will not be returned to you until the Club is satisfied that there are no photos or videos stored on it which may be in breach of these rules.
3. You will remain seated in the dance area other than on arrival, departure, visiting toilets or bar area.
4. You will not enter a VIP area except at the direction of a member of staff or a dancer.
5. You will leave a VIP area at the direction of a member of staff or a dancer.
6. You will not use language or gestures of an inappropriate, offensive, suggestive or sexually graphic nature or solicit any service from anyone within the Club to be performed outside of the Club.
7. You will remain fully clothed.
8. You will not dance.
9. You will not undertake any unlawful activity or any indecent, offensive or abusive behaviour.
10. You will comply with all requests and directions of the Club, dancers and members of staff.
11. You will leave the Club on request.

D. Conduct during dances

1. You will not have, or attempt to have, intentional bodily contact with other customers, members of staff or dancers except for the placing of money or platinum Chips into the hands of dancers at the commencement or conclusion of a dance.
2. You will remain seated with your hands by your sides throughout a nude or semi-nude dance.
3. You accept that any dance may stop and may not recommence for any reason.

E. Pricing and tips

1. A 15% discretionary service charge will be added to your drinks and food bill.
2. Platinum Chips can be purchased with any approved credit card or sterling cash. A 20% service charge for each card transaction amount will be added and shown on the credit card receipt. The card receipt and statement will not show 'Platinum Lace'.
3. Platinum Chips will not be accepted for the purchase of drinks or food.

F. Dance Guidelines

1. Dancers are self-employed and dance fees may be negotiated with individual dancers.
2. Dancers decide to whom they will perform and at what price.
3. You should agree a price with a dancer prior to each performance by that dancer.
4. Dancers will usually charge £10 topless on the main floor and £20 full nude in VIP rooms.
5. You may tip a dancer and/or buy them a drink.
6. It is customary to tip a minimum of £1 per dance while you are seated at the tip rail around the main stage. £1 tipping vouchers can be purchased for cash from waitresses.

Club Rules (continue)

Each dancer is self-employed and is not an employee of P L Trading Ltd or any of its subsidiary trading companies. Therefore each dancer is responsible for her own adherence to the code of conduct set out below and with (among other things) laws on prostitution, solicitation and the use of illegal drugs.

Each dancer must have a Dancer's Performance Licence to dance within the Club.

Compliance with this code of conduct is mandatory and non-compliance may lead to termination of the Dancer's Performance Licence with no notice.

Dancers, staff and customers are all expected to keep to certain mandatory codes of dress and conduct in the Club's premises. This code of conduct sets out the code to which dancers are required to adhere. Dancers must at all times encourage customers to comply with the Club Rules and not to do anything which would cause a customer to be in breach of the Club Rules.

A. Conduct on arrival and departure from the club

1. No person under the age of 18 shall be admitted to the Club.
2. By entering the Club or providing services there (during attendances or otherwise). You acknowledge that you may see nudity and do not consider that to be indecent or offensive.
3. The Club reserves the right to refuse entry.
4. No person who is intoxicated (in the opinion of the Club) shall be admitted to the Club.
5. You will sign in at the commencement of all attendances in accordance with the records provided by the Club Management.
6. All persons entering, being at and exiting the Club shall wear appropriate attire. You will arrive at and leave the Club fully dressed in clean, neat and smart attire.
7. After exiting the changing rooms you will dress in accordance with the Dress Code (which is set out below) and you will provide your own attire to wear to accord with the Dress Code.
8. You will arrive at the Club with sufficient time before an Agreed Attendance to ensure that you are ready to perform and on the main floor for the start time of the Agreed Attendance. (An 'Agreed Attendance' is defined in Your Dancer Performance Licence.)
9. You will only leave the Club as directed by Club Management, and only after customers have left at the end of an Agreed Attendance (except in the case of emergencies, when Club Management may direct you otherwise). If you leave in breach of this provision you will not be readmitted for the remainder of the Agreed Attendance.

10. You will leave the Club quietly and not cause a nuisance or annoyance to neighbouring premises or persons.

11. Please don't drink and drive. The Club will call a taxi for you on request.

12. Where possible and at the end of an Agreed Attendance, You will be escorted by a member of Security Staff either to a requested taxi or your car.

B. Dress code

1. Dancers' attire shall include elegant floor length gowns, 3 piece lingerie set, high heel (minimum 3") shoes, costume jewellery, hairpieces, gloves, G-string or t-back undergarments each as the Club shall approve.

2. Dancers shall remain fully clothed in accordance with the Dress Code unless they are performing on the stage, podium or for a seated customer.

3. Dancers may remove their clothing whilst on the stage, podium or performing to a seated customer. Dancers must fully dress at the end of each performance.

4. The Club may require particular attire for special events.

C. Conduct in the club

1. You will not use a mobile phone outside of the changing rooms without Club Management's express consent.

2. You will not take any photos or record any videos with any device (including mobile phones). You will surrender to the Club any equipment that the Club has reason to believe has been used for taking photos or recording videos. Such equipment will not be returned to you until the Club is satisfied that there are no photos or videos stored on it which may be in breach of these rules.

3. You will not give out any personal information (including phone numbers or contact details of anyone) but can tell customers when your Agreed Attendances take place.

4. You will not accept any personal information from Customers other than business cards, which you will immediately hand over to Club Management.

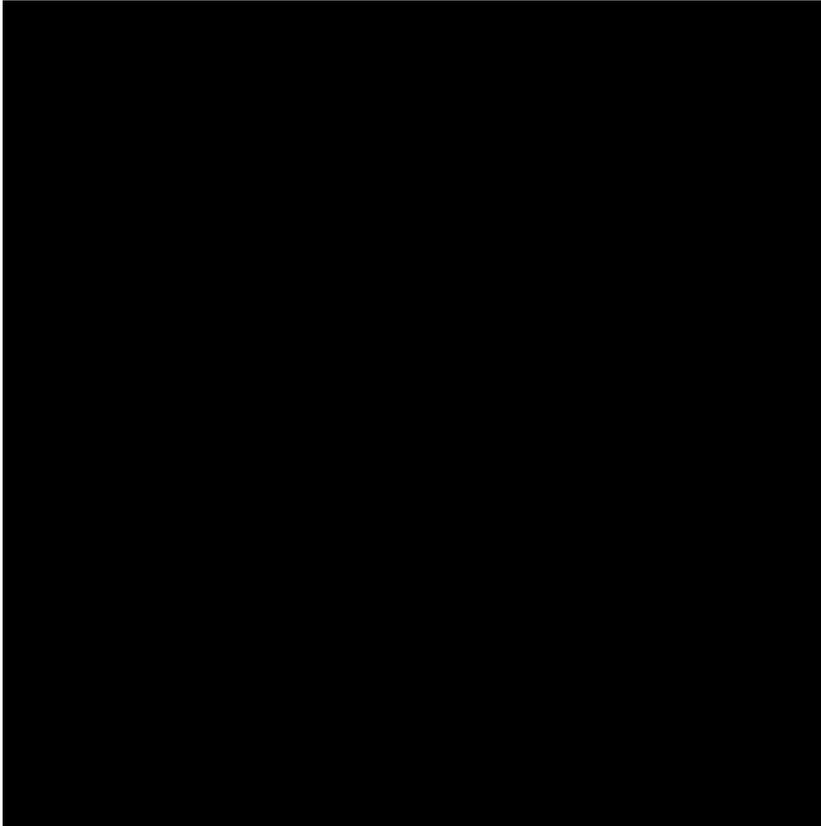
5. You will not intentionally contact, meet or agree to contact or meet Customers outside of the Club.

6. You will only perform in the approved areas of the Club so designated by the Club Management and will move to or leave any part of the Club as directed by Club Management.

7. You will not allow yourself to be in the company of a customer other than in the areas of the Club so Designated by Club Management.

8. You will not perform a nude table dance outside of the areas of the Club so designated by Club Management.
9. You will only consume alcohol in moderation and will not consume any if directed to do so by Club Management.
10. You will not consume, possess or be under the influence of any unlawful drug or substance.
11. You will not invite or knowingly encourage or permit your spouse, partner or anyone with whom you have or have had a romantic relationship to be in the Club. In the event such a person is attending or is to attend and you have no control over such attendance, you shall notify the Club Management as soon as this is apparent to you.
12. You accept that the Club may use video and audio recording devices throughout the Club.
13. You accept that any breach of this Code will result in a revocation of Your Dancer's Performance Licence, in your being barred from entering any Platinum Lace Club and potentially in a claim for damages against you. Any breach may, depending on its nature, also be reported to the Police.
14. You will not undertake any unlawful activity or any indecent, offensive or abusive behaviour.
15. You will comply with all requests and directions of the Club Management and members of staff in accordance with your Dancer Performance Licence and this Code.

You acknowledge that you have read, understood and will comply with this Code.



TAX GUIDANCE

The information in this Tax Guidance is provided for general information purposes only. You are self-employed and are responsible for your own tax compliance and we strongly suggest that you take advice from a reputable and qualified tax adviser.

You are not an employee of the Club. You are self-employed and are responsible for paying your own tax and national insurance contributions.

You should therefore register with HM Revenue and Customs ("HMRC") for self-assessment and national insurance. You may have to file tax returns annually and possibly make payments of tax on account. Since we will not collect tax from you, this is your responsibility.

You may also need to register for VAT if the value of your supplies exceeds the turnover threshold for VAT. So if you are paid more than this threshold (the amount of which in a given year is available on HMRC's website) for dances then you may need to register.

You will have to account to HMRC for any VAT you charge and file tax returns.

HMRC's website is www.hmrc.gov.uk and has a lot of this information. If you would like to speak to someone in HMRC, you should follow the links on the website under self-employment and VAT.

PLATINUM LACE
Bar & Gentleman's Club
Clarendon House, 125 Shenley Road,
Borehamwood, Hertfordshire WD6 1AG

**PROCEDURE FOR NOTICE OF BREACH OF
DANCERS PERFORMANCE LICENCE AND/OR
DANCERS CODE OF CONDUCT**

1. Dancer shall be informed immediately or as soon as practical depending on the breach.
2. Club Manager to decide on appropriate response in accordance with Company Guidelines.
3. Dancer and Management must complete a "Notice of Breach Form" for all breaches.
4. A copy of the Notice of Breach Form will be sent to Head Office and to the Dancer – all forms to be collated in a Club Breach Log (for internal use only) and all compensation received must be declared on daily analysis.

Any appeal may be heard by GM, Company Secretary and finally Managing Director of Platinum Lace.

PLATINUM LACE
Bar & Gentleman's Club
Clarendon House, 125 Shenley Road,
Borehamwood,
Hertfordshire WD6 1AG

**NOTICE OF BREACH OF DANCERS PERFORMANCE LICENCE
AND/OR DANCERS CODE OF CONDUCT**

DATE OF BREACH:.....

Time:.....

Video Machine: A:B:.....

Video Time:.....

DANCER'S NAME:.....

SAMPLE

Nature of Breach:.....

Number of previous breaches:.....

Licence terminated **Suspended** **Compensation received**

Manager present:.....

Signature:.....

Witness present:.....

Signature:.....

I have been notified of the above breach and fully understand and accept the reason given for this notice.

Signature of dancer:.....

Date:.....

Copies to: Club Breach Log, Dancer, Head Office

DANCER WELFARE AND EQUALITY POLICY

All customers, staff and dancers will be treated with dignity and respect.

For dancers performing in its clubs Platinum Lace seeks:

- To provide a framework for their welfare and support and to raise their awareness of the importance of their wellbeing.
- To provide a safe, healthy venue in which dancers can perform.
- Ensure dancers performing in its clubs are treated in a fair, sensitive and confidential manner
- Provide pastoral/welfare support
- To provide advice and support in relation to all welfare, safety and health issues as requested

Each Venue will have a nominated female member of staff who will act as a welfare officer should any dancer feel unable to approach a member of the management team. In addition, all dancers will be able to contact either one of the 'House Mothers' at a London Venue for additional advice and support. This information and contact numbers will be displayed on a notice within each Venue and will be made available by the Venue manager. It is anticipated that dancers would continue to approach a member of the management team in the first instance.

Regular Dancer meetings will be held to discuss any issues, suggestions and encourage feedback.

Customer and Dancer Codes of Conduct will be rigorously enforced to avoid potential incidents of sexual harassment or aggressive behaviour. All members of staff are to remain alert and immediately report any suspected incidents of this nature. Dancers are encouraged to do the same.

All employees, including bar staff, waitresses, DJs, receptionists and toilet attendants are considered front line staff and are encouraged to report any matter which causes them concern. Platinum Lace operates its Venues as Gentlemen's Clubs and this standard of behaviour is expected from customers.

Dancers are reminded that for their own safety they must comply with all legal and statutory requirements, the Dancer Code of Conduct, Additional Licence Terms, Restrictions and Conditions

Dancers are fully aware of the significant earning potential within the Platinum Lace brand. To counter any concerns by dancers having to leave their Agreed Attendance due to ill health or emergency, Platinum Lace will not seek compensation where leaving has been agreed with the Venue management team.

Although dancers are self-employed, the safety and welfare of dancers is paramount. Under no circumstances will any act of discrimination or exploitation be tolerated. Any report of such incidents, either through the management team, welfare officer or the 'House Mothers' will be reported to the Operations Director.

Through experience, best practice and in liaison with statutory and public bodies a tried and tested compensation procedure has been adopted. This is set out in the Dancer Performance Licence. Managers use this procedure where necessary to ensure compliance with the Dancer Code of Conduct and Dancer Performance Licence whilst compensating Platinum Lace for loss arising from breaches. This procedure is intended to act primarily as a deterrent. Platinum Lace intends to use any monies collected in this manner for the general welfare of dancers.

Drinking water will be made readily available during operating hours. Dancers should ensure that they take appropriate breaks and refreshment during Agreed Attendances.

Discounted promotional products for fitness, beauty and clothing made available to Platinum Lace will be brought to the attention of dancers.

Dancers will be fully briefed on Health and Safety, First Aid, Fire Evacuation and security lock procedures applicable to the Venue.

Performances in any part of the Approved Areas must be within a clear sight line of a member of staff so that adherence to the Customer Code of Conduct and Dancer Code of Conduct can be monitored. There should be a member of security or management staff in the Approved Areas at all times when dancers perform.

Changing/Rest Room Policy

Separate shower, changing and toilet facilities will be provided for dancers. Secure storage will be provided where feasible.

No member of staff will enter the Dancer changing room without good cause. Visits are restricted to members of the management team and those expressly authorised by them. Prior to entering the room the staff member must knock on the door and announce themselves. Combination locks may be installed on the door. Signs will be displayed setting out the rules for entering the room.

Drug search policy

Platinum Lace operates a zero tolerance policy to drug possession and/or abuse. Dancers and their possessions may be searched by a nominated member of staff for any illegal drugs. Refusal to agree to such a search may result in an immediate termination of the Dancer Performance Licence and exclusion from all Platinum Lace venues.

Model Release Form

In consideration of my engagement as a model, upon the terms herewith stated, I hereby give to Platinum Lace Trading Ltd, associated subsidiaries, legal representatives and assigns and those acting with its authority and permission:

- a) The unrestricted right and permission to copyright and use, re-use, publish and republish photographic portraits or pictures of me or in which I may be included intact or in part, composite or distorted in character or form, without restriction as to changes or transformations in conjunction with my own or a fictitious name, or reproduction hereof in colour or otherwise, made through any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other purpose whatsoever.
- b) I also permit the use of any printed material in connection therewith.
- c) I hereby relinquish any right that I may have to examine or approve the completed product or products or the advertising copy or printed matter that may be used in conjunction therewith or the use to which it may be applied.
- d) I hereby release and discharge PL Trading Ltd from any liability by virtue of any blurring, distortion, alteration, optical illusion or use in composite form whether intentional or otherwise, that may occur or be produced in the taking of said picture or in any subsequent processing thereof as well as any publication thereof including without limitation any claims for libel or invasion of privacy.
- e) I hereby affirm that I am over the age of majority and have the right to contract in my own name. I have read the above authorisation release and agreement, prior to its execution; I fully understand the contents thereof. This agreement shall be binding upon me and my heirs, legal representatives and assigns.

DATED:

SIGNED (BIRTH NAME):

ADDRESS:

CITY:

POSTCODE:

TELEPHONE:

WITNESS ON BEHALF OF:

SIGNED

PRINT NAME

DANCER PERFORMANCE LICENCE

STEP 2 - PRELIMINARY DISCUSSION WITH MANAGER COVERING

Previous experience as a dancer

| Club | City | Manager | Telephone No. |
|-------------------|---------------|---------|---------------|
| <i>Sofisticat</i> | <i>London</i> | | |

Most recent venues performed at

/

Reason for ceasing to perform at venues (if applicable)

quiet

Found out about Platinum Lace via:

friends

Dance audition completed satisfactorily



STEP 3 – FAMILIARISATION WITH CLUB

Explanation of:

Requesting stage and podium opportunities schedule

Agreed Attendance process and definition

Changing room etiquette

Payment and charging

Explain house rules and code of conduct in detail – signature

Copy attached

Explanation of additional conditions as part of the Licences

Copy attached

Explanation of dispute procedure

Customer relations and conflict management procedures

Arrival and exit procedures for the premises

Fire Safety – Health and Safety

Incident reporting

Application fee paid

Promotional Opportunities

I am interested in the following:

TV **Events** **Newspapers & magazines** **Flyering** **None**

Familiarisation completed



MANAGEMENT CHECKLIST

STEP 4

Preliminary Discussion



Two forms of identification to include utility bill and photo ID
Passport VISA Review Date _____



Data Protection Statement requested and received



Dancer Performance Licence Assessment completed



Dancer Performance Licence completed



Code of Conduct fully explained and completed



Additional Licence, Terms, Restrictions and Conditions

Explained and displayed copy shown



Dispute procedure explained and completed



Formal procedures completed



Tour of Building completed



Awareness of fire exists and Health & Safety procedure



Dancer Welfare policy explained



Release form included (if required)



Envelope completed (with photo attached)

MEDICAL QUESTIONNAIRE

STEP 5 We will not contact your doctor without your prior written consent.

1. Are you currently taking or have been prescribed medication (excluding contraceptives)? Yes / No

If Yes, please give further details:

2. Are you currently receiving treatment for any physical or mental condition? Yes / No

If Yes, please give further details;

3. Do you suffer from any injury, illness, medical condition or allergy that might affect your ability to perform your duties? Yes / No

If Yes, please give further details:

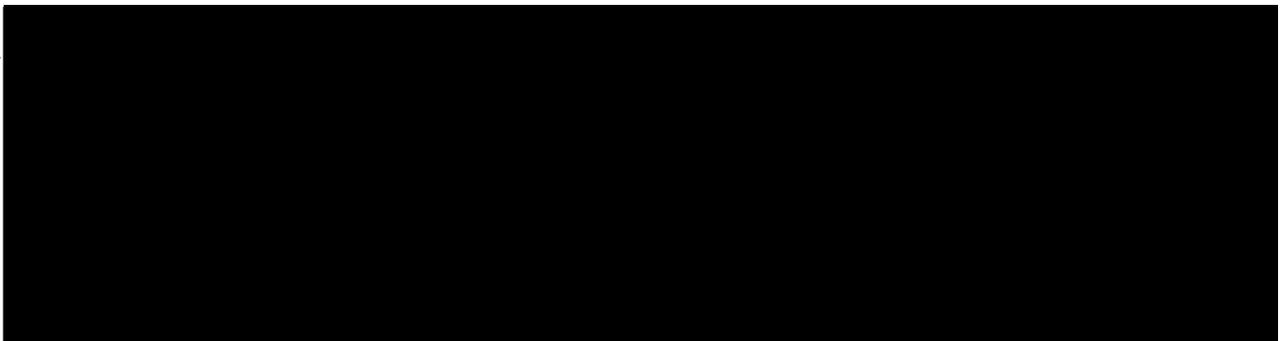
4. Do you consider yourself to have a disability? Yes / No

If Yes, please give further details:

Data Protection Notice

The Company requires certain information before you start employment, to ensure you will be able to perform the requirements of the job and give reliable service, and to ensure compliance with relevant Health and Safety regulations. The information is also required in order to establish whether any reasonable adjustments may need to be made to assist you in performing your duties, in accordance with the Equality Act 2010. The information you provide will be treated in the strictest confidence, and used only for the purposes detailed above in compliance with the Data Protection Act 1998.

Declaration

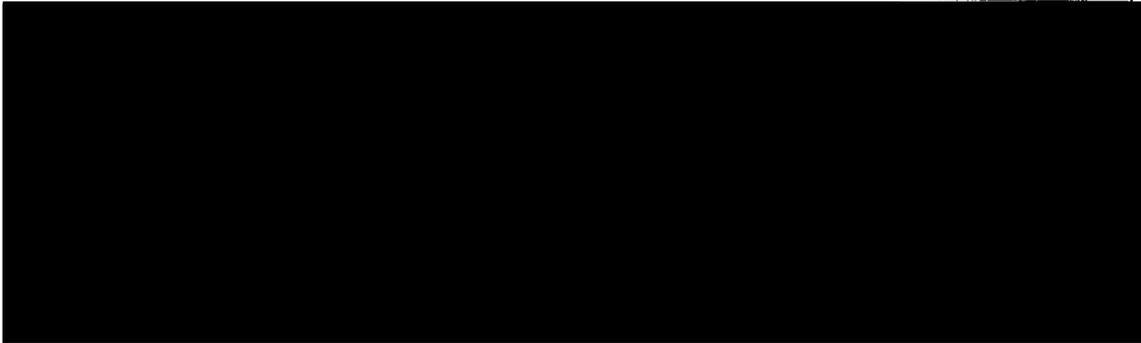




PLATINUM LACE
BAR & GENTLEMEN'S CLUB

13 COVENTRY STREET, PICCADILLY CIRCUS, LONDON, W1D 7DH
Telephone: 020 7297 3200

Dancer Audition Detail & Assessment Sheet



-----Platinum Lace Management Only Below this Line-----

ALL auditions MUST be marked accordingly to the following selection criteria

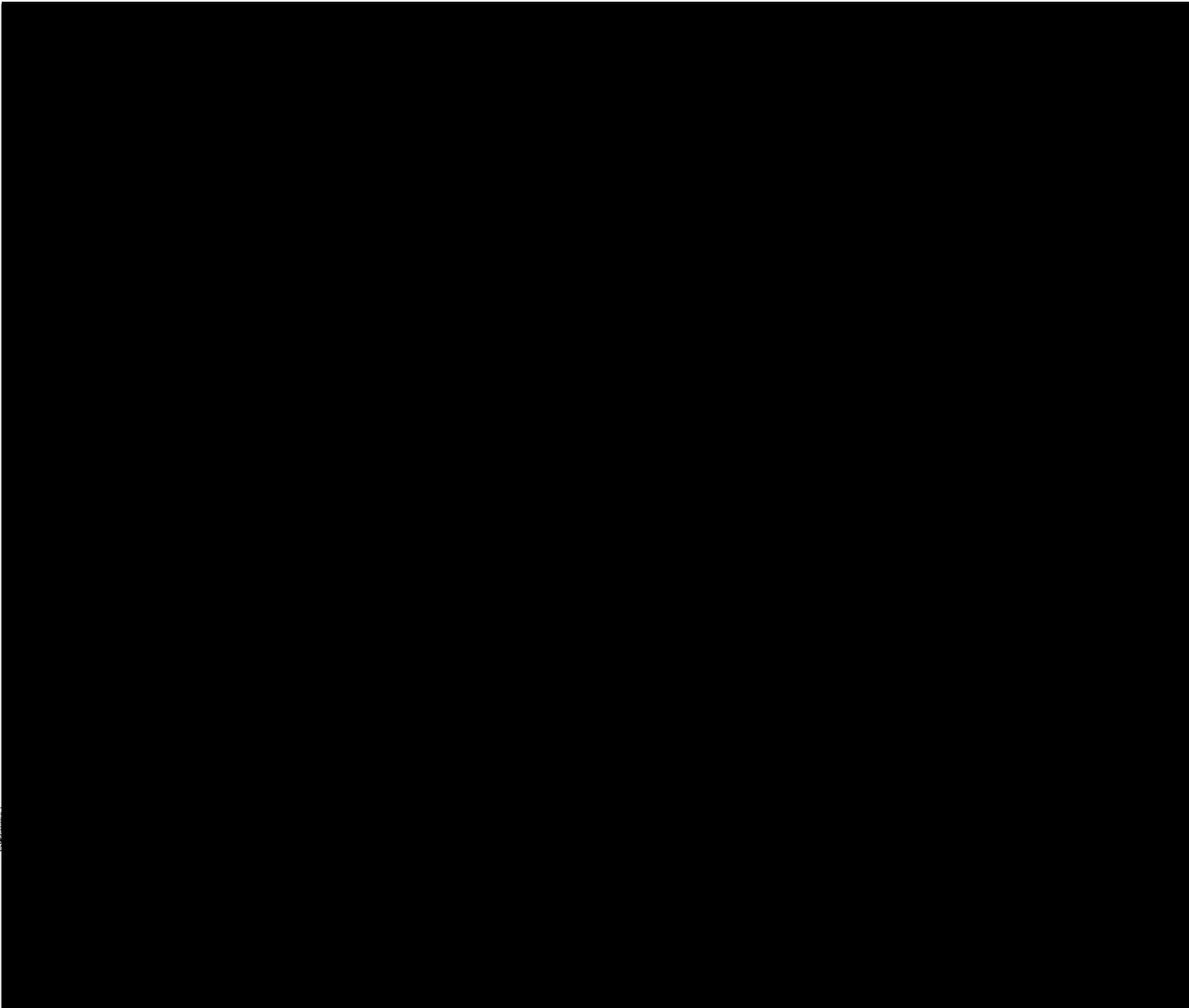
| | | | | |
|---|--------|---------|-------------|-------------|
| Initial 1 st Impressions | BAD | AVERAGE | <u>GOOD</u> | EXCEPTIONAL |
| General Etiquette: (Good grammar and pronunciation, no swearing, not chewing gum) | BAD | AVERAGE | <u>GOOD</u> | EXCEPTIONAL |
| Understanding of the English Language: | BAD | AVERAGE | <u>GOOD</u> | EXCEPTIONAL |
| Hair & Makeup for Audition: | BAD | AVERAGE | <u>GOOD</u> | EXCEPTIONAL |
| Dress Selection: | BAD | AVERAGE | <u>GOOD</u> | EXCEPTIONAL |
| Stage audition: (Eye contact, use of the space, presence, sensuality, coordination...) | BAD | AVERAGE | GOOD | EXCEPTIONAL |
| Use of Pole and Stage during audition: (Extent of pole tricks, use of pole, stage floor and furniture etc) | BAD | AVERAGE | GOOD | EXCEPTIONAL |
| Physical appearances: Bad tattoo, saggy breast, cellulite, stomach, teeth...) | BAD | AVERAGE | GOOD | EXCEPTIONAL |
| Applicants Figure: | PETITE | SLIM | MEDIUM | LARGE |

Comments: *No Stockings with Dress!*

Audition: SUCCESSFUL UN-SUCCESSFUL

Auditioned by: Tina/

Applicant Start Date: _____



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PLATINUM LACE
Bar & Gentleman's Club
Clarendon House, 125 Shenley Road,
Borehamwood, Hertfordshire WD6 1AG

DANCER RECORDS
PRIVATE & CONFIDENTIAL

→ Dancer real name:

→ Dancer stage name:

Record open date:

CONTENTS:

Dancer Performance Licence Assessment Form

Dancer Performance Licence

Club rules for dancers

Club Rules for Customers

Additional Licence Conditions – attached - YES NO

Notice of Breach Form

Tax Guidance

Supplemental Records

Dancer Release

Dancer Performance Licence Assessment

STEP 1 - DANCER DETAILS

Full Name:

Stage Name:

Address:

Postcode:

Telephone:

Mobile:

E-mail:

Date of birth:

Age:

Nationality:

Languages
spoken:

Entitlement to work verification:

National Insurance Number: _____

Are you registered for VAT? VAT Registration Number: _____ /

In case of emergency notify:

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DANCER PERFORMANCE LICENCE

THIS LICENCE is made 29.09.15

BETWEEN:

- (1) **Platinum Lace Trading Ltd** whose registered office is at Clarendon House, 125 Shenley Road, Borehamwood, Hertfordshire, WD6 1AG. Company Registration number 07357594 ("the Licensor"); and
- (2) [] of [] OR whose registered office is at [], Company Registration number [] ("the Performer"); and (Together referred to as "the Parties").

NOW IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

In this Licence:

- 1.1 "**Additional Licence Terms, Restrictions or Conditions**" means any terms or restrictions or conditions from time to time contained in any statutory regulatory local authority or public licence affecting the buildings, premises or licensor's business carried thereon, copies of these shall be displayed on the premises.
- 1.2 "**Approved Areas**" means the areas shown for the purposes of identification only coloured green on the annexed plan.
- 1.3 "**Agreed Attendance**" means such periods (with a minimum of three periods per week each exceeding eight consecutive hours) during the usual opening hours of the Premises as the Performer shall request upon seven days notice to the Licensor and which the Licensor shall agree.
- 1.4 "**Building**" means the building known as [**Platinum Lace Gentleman's Club, 13 Coventry Street, London, W1D 7DH**] [shown for the purposes of identification only edged black on the annexed plan].
- 1.5 "**Compensation**" means [£ variable] payable by the Performer to the Licensor before the end of the Agreed Attendance next following the Agreed Attendance in respect of which Compensation arises.

- 1.6 "Licence Fee" means the sum of [£variable] for each Performance and [£variable] for each agreed attendance.
- 1.7 "Licence Period" means [one year].
- 1.8 "Premises" means the trading floor rooms forming part of the Building [shown for the purposes of identification only coloured green on the annexed plan].
- 1.9 "Performance" means a striptease, nude or semi-nude or bikini dance.
- 1.10 "Stage Performance" means a performance on a stage or podium.
- 1.11 "The Rights" means the right for the Performer to:
- (a) perform striptease, nude, semi-nude and bikini dances in the manner the Performer shall choose subject to the Additional Licence Terms, Restrictions or Conditions within the Approved Area within the Premises together with any other persons in the Premises as the Licensor shall admit PROVIDED THAT the Performer shall only occupy the Approved Areas during such performances or for seeking to sell such performances to customers and shall co-operate at all times with other performers with similar licences; and
 - (b) the use of the access ways, toilets and changing rooms in the Premises during the Licence Period for their respective purposes only.
- 1.12 References to "losses" are references to liabilities, damages or losses, awards of damages or compensation, penalties, costs, disbursements and expenses arising from any claim, demand, action or proceedings.
- 1.13 Words importing one gender include all other genders; words importing the singular include the plural and vice versa; words importing persons include a corporate body and a partnership and vice versa.
- 1.14 Any agreement by the Performer not to do anything includes an obligation to use reasonable endeavours not to permit or suffer that thing to be done by another person where the Performer is aware that the thing is being done.

- 1.15 Unless expressly stated to the contrary, any reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under it and any general references to a statute includes any regulations or orders made under that statute.

2. LICENCE

The Licensor grants to the Licensee the Rights (in common with the Licensor and all other persons authorised by the Licensor so far as is not inconsistent with the Rights) during the Agreed Attendances during the Licence Period.

3. PERFORMER'S OBLIGATIONS

The Performer agrees with the Licensor as follows:

3.1 Agreed Attendances

The Performer shall agree at least three Agreed Attendances each week.

3.2 Compensation

3.2.1 The Performer shall pay the Compensation as liquidated damages for failure to attend and/or perform throughout any Agreed Attendance.

3.2.2 The Performer shall pay [xx] the Compensation as liquidated damages for each waiver by the Licensor of any breach of this Licence and/or the Dancer Code of Conduct (and any amendment thereof) referred to in Clause 3.3.1.4 PROVIDED THAT the Licensor is under no obligation to agree to such a waiver.

3.3 Use of Premises

3.3.1 The Performer shall:

- 3.3.1.1 Undertake Performances using best endeavours and all skill and care;
- 3.3.1.2 Behave in a professional, courteous and reasonable manner in consideration to, and for the convenience of customers, and other performers on the Premises;
- 3.3.1.3 Comply with any Additional Licence Terms, Restrictions or Conditions;
- 3.3.1.4 Comply with Dancers Code of Conduct attached hereto and any amendment thereto that the Licensor shall from time to time notify to the Performer;

3.3.1.5 Account for all taxes and NIC due on the Performer's income arising from the Performances;

3.3.1.6 Not claim or represent that the relationship between the Licensor and the Performer is other than that of Licensor (and grantor of rights) and Licensee (and recipient of rights). The Performer acknowledges that she is not an employee or agent of the Licensor.

3.4 **Statutory obligations**

The Performer shall comply in all respects with the requirements of all statutes applicable to the exercise of the Rights.

3.5 **Rules and Regulations**

The Performer shall comply with all rules and regulations which the Licensor may specify which govern the use of the Premises and exercise of the Rights and of which the Licensor shall notify the Performer.

3.6 **Licensor's Rights**

3.6.1 The Performer shall not impede in any way the Licensor or its officers, servants or agents in the exercise of the Licensor's rights of possession and control of the Premises.

3.6.2 The Performer shall permit (and not impede) the Licensor and its officers, servants or agents to enter and view Performances and make arrangements for security of, and supervision and preservation of order in, the Premises.

3.6.3 The Performer shall permit the Licensor or its nominated officers at any time to search the Performer and/or their possessions for any illegal drugs. The Licensor may immediately terminate this Licence if the Performer refuses or obstructs such a search.

3.7 **Non-Assignment**

The Performer shall not assign or sublicense or charge (or otherwise encumber) or place in trust for another or otherwise the whole or any part of the Rights which are personal to the Performer and may only be exercised by the Performer.

3.8 Nuisance

The Performer shall not do anything on or in the Building, nor exercise the Rights, in such a way as to cause damage to the Building or nuisance, annoyance, disturbance, inconvenience, injury or damage to the Licensor or its tenants or the owners or occupiers of adjacent or neighbouring premises.

3.9 Indemnities

Except to the extent that the Licensor may be indemnified by insurance, the Performer shall keep the Licensor fully indemnified against all losses arising directly or indirectly out of any act, omission or negligence of the Licensee, or the exercise or purported exercise of the Rights, or any breach or non-observance by the Performer of the obligations, conditions or other provisions of this Licence.

3.10 Operational Obligations

The Performer shall not:

- 3.10.1 Do anything to injure the reputation of the Building or the Licensor.
- 3.10.2 Do anything to breach any Additional Licence Terms, Restrictions or Conditions or regulations of licensing authorities or other local or public authority.
- 3.10.3 Do anything to imperil any licence granted for the Premises.
- 3.10.4 Permit smoking on the Premises.

4. LICENSOR'S OBLIGATIONS

The Licensor will:

- 4.1 Ensure that during the Licence Period the Premises and the access ways and toilets in the Building are properly heated and lighted.
- 4.2 Make available to the Performer during the Licence Period provision of recorded music, changing rooms and stage lighting.
- 4.3 Monitor other persons upon the Premises and endeavour to secure adherence to the Customer Code of Conduct and Dancer Code of Conduct operated by the Club.

5. ADVERTISING

Either or both of the Parties may together or separately advertise their respective businesses.

6. TERMINATION

The Rights shall end (without prejudice to the Licensor's rights in respect of any breach of the Performer's obligations in this Licence Agreement): (i) immediately on notice served by the Licensor at any time following any breach by the Performer of the obligations contained in clause 3; or (ii) by agreement between the Licensor and the Performer..

7. MISCELLANEOUS

7.1 Exclusion of warranty as to use

Nothing in this Licence is to imply or warrant that the Premises may lawfully be used or are physically suitable for the exercise of the Rights.

7.2 Exclusion of third party rights

Nothing in this Licence is intended to confer any benefit on any person who is not a party to it.

7.3 Exclusion of Licensor's liability

7.3.1 The Licensor shall not be liable for the death of, or injury to, the Performer or his employees or for damage to any property of theirs, or for any losses, or other liability, incurred by them in the exercise or purported exercise of the Rights except where such death, injury or loss is due to the negligence (as defined in the Unfair Contract Terms act 1977) of the Licensor.

7.3.2 The Performer acknowledges that the Premises are used for adult entertainment and the Performer will witness depictions of explicit and implicit sexual conduct.

7.3.3 The Performer acknowledges that the Performer is not and will not be affected by, and assumes all risks associated with witnessing depictions of explicit and implicit sexual conduct.

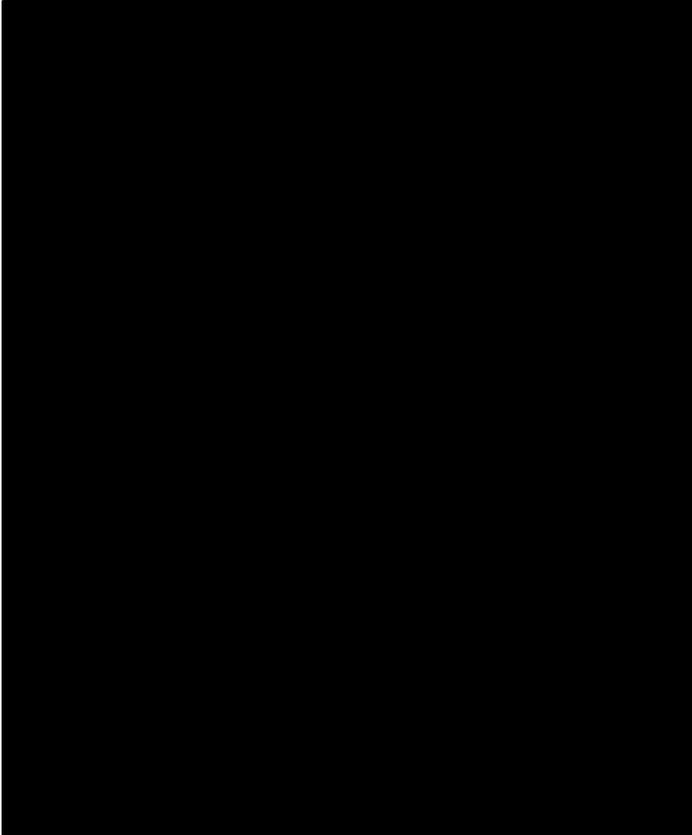
7.3.4 The Performer acknowledges that the Licensor does not warrant that there shall be any customers who may wish to purchase the Performer's services at any Agreed Attendance.

7.4 Severability

If any part of this Licence shall be illegal or unenforceable this Licence shall, to the extent possible, be interpreted as if that part was omitted.

7.5 Notices

All notices served by either party pursuant to the provisions of this Licence shall be in writing and shall be sufficiently served if delivered by hand or sent by recorded delivery to the address of the Licensor or the Performer specified in this Licence.



London additional SEVL conditions.

Relevant Entertainment shall be given only by performers and the audience shall not be permitted to participate in the relevant entertainment.

There shall be no physical contact between performers whilst performing.

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.

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.

Customers must remain fully clothed at all times. The performer must not remove any of the customer's clothing at any time.

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.

Performers must redress fully immediately after each performance.

Club Rules

A. Conduct on arrival and departure from the club

1. No person under the age of 18 shall be admitted to the Club.
2. By entering you acknowledge that you may see nudity and do not consider that to be indecent or offensive.
3. The Club reserves the right to refuse entry.
4. No person who is intoxicated (in the opinion of the Club) shall be admitted to the Club.
5. All persons entering, being on and exiting the Club shall wear appropriate attire, as determined by the Club.
6. You will leave the Club quietly and not cause a nuisance or annoyance to neighbouring premises or persons.
7. Please don't drink and drive. The Club will call a taxi for you on request.

B. Dress code

1. [Definition of 'appropriate attire' for customers – Club specific rules may apply]
2. The Club may require particular attire for special events.

C. Conduct in the club

1. Mobile phones may be used only for phone calls and not for taking photographs or making video recordings within the club.
2. You will not take any photos or record any videos with any device (including mobile phones). You will surrender to the Club any equipment that the Club has reason to believe has been used for taking photos or recording videos. Such equipment will not be returned to you until the Club is satisfied that there are no photos or videos stored on it which may be in breach of these rules.
3. You will remain seated in the dance area other than on arrival, departure, visiting toilets or bar area.
4. You will not enter a VIP area except at the direction of a member of staff or a dancer.
5. You will leave a VIP area at the direction of a member of staff or a dancer.
6. You will not use language or gestures of an inappropriate, offensive, suggestive or sexually graphic nature or solicit any service from anyone within the Club to be performed outside of the Club.
7. You will remain fully clothed.
8. You will not dance.
9. You will not undertake any unlawful activity or any indecent, offensive or abusive behaviour.
10. You will comply with all requests and directions of the Club, dancers and members of staff.
11. You will leave the Club on request.

D. Conduct during dances

1. You will not have, or attempt to have, intentional bodily contact with other customers, members of staff or dancers except for the placing of money or platinum Chips into the hands of dancers at the commencement or conclusion of a dance.
2. You will remain seated with your hands by your sides throughout a nude or semi-nude dance.
3. You accept that any dance may stop and may not recommence for any reason.

E. Pricing and tips

1. A 15% discretionary service charge will be added to your drinks and food bill.
2. Platinum Chips can be purchased with any approved credit card or sterling cash. A 20% service charge for each card transaction amount will be added and shown on the credit card receipt. The card receipt and statement will not show 'Platinum Lace'.
3. Platinum Chips will not be accepted for the purchase of drinks or food.

F. Dance Guidelines

1. Dancers are self-employed and dance fees may be negotiated with individual dancers.
2. Dancers decide to whom they will perform and at what price.
3. You should agree a price with a dancer prior to each performance by that dancer.
4. Dancers will usually charge £10 topless on the main floor and £20 full nude in VIP rooms.
5. You may tip a dancer and/or buy them a drink.
6. It is customary to tip a minimum of £1 per dance while you are seated at the tip rail around the main stage. £1 tipping vouchers can be purchased for cash from waitresses.

Club Rules (continue)

Each dancer is self-employed and is not an employee of P L Trading Ltd or any of its subsidiary trading companies. Therefore each dancer is responsible for her own adherence to the code of conduct set out below and with (among other things) laws on prostitution, solicitation and the use of illegal drugs.

Each dancer must have a Dancer's Performance Licence to dance within the Club.

Compliance with this code of conduct is mandatory and non-compliance may lead to termination of the Dancer's Performance Licence with no notice.

Dancers, staff and customers are all expected to keep to certain mandatory codes of dress and conduct in the Club's premises. This code of conduct sets out the code to which dancers are required to adhere. Dancers must at all times encourage customers to comply with the Club Rules and not to do anything which would cause a customer to be in breach of the Club Rules.

A. Conduct on arrival and departure from the club

1. No person under the age of 18 shall be admitted to the Club.
2. By entering the Club or providing services there (during attendances or otherwise). You acknowledge that you may see nudity and do not consider that to be indecent or offensive.
3. The Club reserves the right to refuse entry.
4. No person who is intoxicated (in the opinion of the Club) shall be admitted to the Club.
5. You will sign in at the commencement of all attendances in accordance with the records provided by the Club Management.
6. All persons entering, being at and exiting the Club shall wear appropriate attire. You will arrive at and leave the Club fully dressed in clean, neat and smart attire.
7. After exiting the changing rooms you will dress in accordance with the Dress Code (which is set out below) and you will provide your own attire to wear to accord with the Dress Code.
8. You will arrive at the Club with sufficient time before an Agreed Attendance to ensure that you are ready to perform and on the main floor for the start time of the Agreed Attendance. (An 'Agreed Attendance' is defined in Your Dancer Performance Licence.)
9. You will only leave the Club as directed by Club Management, and only after customers have left at the end of an Agreed Attendance (except in the case of emergencies, when Club Management may direct you otherwise). If you leave in breach of this provision you will not be readmitted for the remainder of the Agreed Attendance.

10. You will leave the Club quietly and not cause a nuisance or annoyance to neighbouring premises or persons.

11. Please don't drink and drive. The Club will call a taxi for you on request.

12. Where possible and at the end of an Agreed Attendance, You will be escorted by a member of Security Staff either to a requested taxi or your car.

B. Dress code

1. Dancers' attire shall include elegant floor length gowns, 3 piece lingerie set, high heel (minimum 3") shoes, costume jewellery, hairpieces, gloves, G-string or t-back undergarments each as the Club shall approve.

2. Dancers shall remain fully clothed in accordance with the Dress Code unless they are performing on the stage, podium or for a seated customer.

3. Dancers may remove their clothing whilst on the stage, podium or performing to a seated customer. Dancers must fully dress at the end of each performance.

4. The Club may require particular attire for special events.

C. Conduct in the club

1. You will not use a mobile phone outside of the changing rooms without Club Management's express consent.

2. You will not take any photos or record any videos with any device (including mobile phones). You will surrender to the Club any equipment that the Club has reason to believe has been used for taking photos or recording videos. Such equipment will not be returned to you until the Club is satisfied that there are no photos or videos stored on it which may be in breach of these rules.

3. You will not give out any personal information (including phone numbers or contact details of anyone) but can tell customers when your Agreed Attendances take place.

4. You will not accept any personal information from Customers other than business cards, which you will immediately hand over to Club Management.

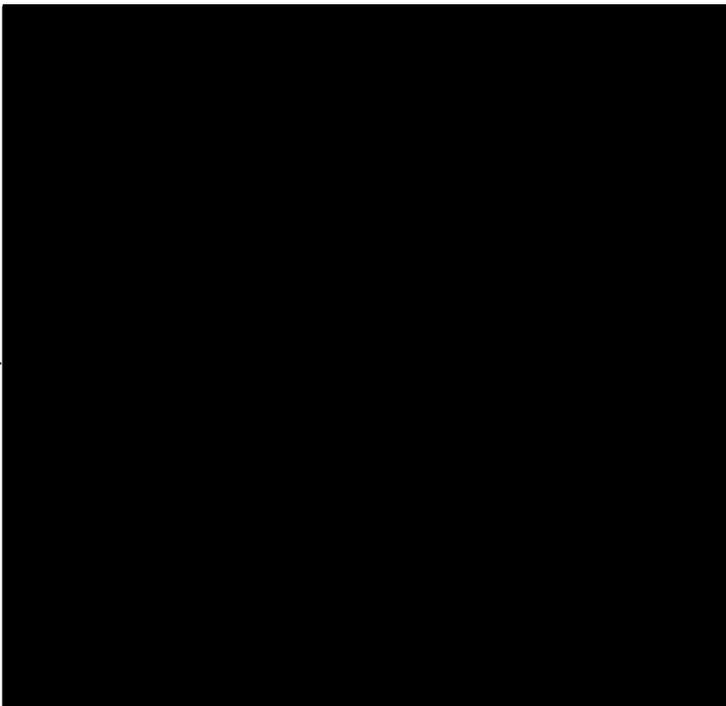
5. You will not intentionally contact, meet or agree to contact or meet Customers outside of the Club.

6. You will only perform in the approved areas of the Club so designated by the Club Management and will move to or leave any part of the Club as directed by Club Management.

7. You will not allow yourself to be in the company of a customer other than in the areas of the Club so Designated by Club Management.

8. You will not perform a nude table dance outside of the areas of the Club so designated by Club Management.
9. You will only consume alcohol in moderation and will not consume any if directed to do so by Club Management.
10. You will not consume, possess or be under the influence of any unlawful drug or substance.
11. You will not invite or knowingly encourage or permit your spouse, partner or anyone with whom you have or have had a romantic relationship to be in the Club. In the event such a person is attending or is to attend and you have no control over such attendance, you shall notify the Club Management as soon as this is apparent to you.
12. You accept that the Club may use video and audio recording devices throughout the Club.
13. You accept that any breach of this Code will result in a revocation of Your Dancer's Performance Licence, in your being barred from entering any Platinum Lace Club and potentially in a claim for damages against you. Any breach may, depending on its nature, also be reported to the Police.
14. You will not undertake any unlawful activity or any indecent, offensive or abusive behaviour.
15. You will comply with all requests and directions of the Club Management and members of staff in accordance with your Dancer Performance Licence and this Code.

. You acknowledge that you have read, understood and will comply with this Code.



TAX GUIDANCE

The information in this Tax Guidance is provided for general information purposes only. You are self-employed and are responsible for your own tax compliance and we strongly suggest that you take advice from a reputable and qualified tax adviser.

You are not an employee of the Club. You are self-employed and are responsible for paying your own tax and national insurance contributions.

You should therefore register with HM Revenue and Customs ("HMRC") for self-assessment and national insurance. You may have to file tax returns annually and possibly make payments of tax on account. Since we will not collect tax from you, this is your responsibility.

You may also need to register for VAT if the value of your supplies exceeds the turnover threshold for VAT. So if you are paid more than this threshold (the amount of which in a given year is available on HMRC's website) for dances then you may need to register.

You will have to account to HMRC for any VAT you charge and file tax returns.

HMRC's website is www.hmrc.gov.uk and has a lot of this information. If you would like to speak to someone in HMRC, you should follow the links on the website under self-employment and VAT.

PLATINUM LACE
Bar & Gentleman's Club
Clarendon House, 125 Shenley Road,
Borehamwood, Hertfordshire WD6 1AG

**PROCEDURE FOR NOTICE OF BREACH OF
DANCERS PERFORMANCE LICENCE AND/OR
DANCERS CODE OF CONDUCT**

1. Dancer shall be informed immediately or as soon as practical depending on the breach.
2. Club Manager to decide on appropriate response in accordance with Company Guidelines.
3. Dancer and Management must complete a "Notice of Breach Form" for all breaches.
4. A copy of the Notice of Breach Form will be sent to Head Office and to the Dancer – all forms to be collated in a Club Breach Log (for internal use only) and all compensation received must be declared on daily analysis.

Any appeal may be heard by GM, Company Secretary and finally Managing Director of Platinum Lace.

PLATINUM LACE
Bar & Gentleman's Club
Clarendon House, 125 Shenley Road,
Borehamwood,
Hertfordshire WD6 1AG

**NOTICE OF BREACH OF DANCERS PERFORMANCE LICENCE
AND/OR DANCERS CODE OF CONDUCT**

DATE OF BREACH:.....

Time:.....

Video Machine: A:B:.....

Video Time:.....

DANCER'S NAME:.....

SAMPLE

Nature of Breach:.....

Number of previous breaches:.....

Licence terminated **Suspended** **Compensation received**

Manager present:.....

Signature:.....

Witness present:.....

Signature:.....

I have been notified of the above breach and fully understand and accept the reason given for this notice.

Signature of dancer:.....

Date:.....

Copies to: Club Breach Log, Dancer, Head Office

DANCER WELFARE AND EQUALITY POLICY

All customers, staff and dancers will be treated with dignity and respect.

For dancers performing in its clubs Platinum Lace seeks:

- To provide a framework for their welfare and support and to raise their awareness of the importance of their wellbeing.
- To provide a safe, healthy venue in which dancers can perform.
- Ensure dancers performing in its clubs are treated in a fair, sensitive and confidential manner
- Provide pastoral/welfare support
- To provide advice and support in relation to all welfare, safety and health issues as requested

Each Venue will have a nominated female member of staff who will act as a welfare officer should any dancer feel unable to approach a member of the management team. In addition, all dancers will be able to contact either one of the 'House Mothers' at a London Venue for additional advice and support. This information and contact numbers will be displayed on a notice within each Venue and will be made available by the Venue manager. It is anticipated that dancers would continue to approach a member of the management team in the first instance.

Regular Dancer meetings will be held to discuss any issues, suggestions and encourage feedback.

Customer and Dancer Codes of Conduct will be rigorously enforced to avoid potential incidents of sexual harassment or aggressive behaviour. All members of staff are to remain alert and immediately report any suspected incidents of this nature. Dancers are encouraged to do the same.

All employees, including bar staff, waitresses, DJs, receptionists and toilet attendants are considered front line staff and are encouraged to report any matter which causes them concern. Platinum Lace operates its Venues as Gentlemen's Clubs and this standard of behaviour is expected from customers.

Dancers are reminded that for their own safety they must comply with all legal and statutory requirements, the Dancer Code of Conduct, Additional Licence Terms, Restrictions and Conditions

Dancers are fully aware of the significant earning potential within the Platinum Lace brand. To counter any concerns by dancers having to leave their Agreed Attendance due to ill health or emergency, Platinum Lace will not seek compensation where leaving has been agreed with the Venue management team.

Although dancers are self-employed, the safety and welfare of dancers is paramount. Under no circumstances will any act of discrimination or exploitation be tolerated. Any report of such incidents, either through the management team, welfare officer or the 'House Mothers' will be reported to the Operations Director.

Through experience, best practice and in liaison with statutory and public bodies a tried and tested compensation procedure has been adopted. This is set out in the Dancer Performance Licence. Managers use this procedure where necessary to ensure compliance with the Dancer Code of Conduct and Dancer Performance Licence whilst compensating Platinum Lace for loss arising from breaches. This procedure is intended to act primarily as a deterrent. Platinum Lace intends to use any monies collected in this manner for the general welfare of dancers.

Drinking water will be made readily available during operating hours. Dancers should ensure that they take appropriate breaks and refreshment during Agreed Attendances.

Discounted promotional products for fitness, beauty and clothing made available to Platinum Lace will be brought to the attention of dancers.

Dancers will be fully briefed on Health and Safety, First Aid, Fire Evacuation and security lock procedures applicable to the Venue.

Performances in any part of the Approved Areas must be within a clear sight line of a member of staff so that adherence to the Customer Code of Conduct and Dancer Code of Conduct can be monitored. There should be a member of security or management staff in the Approved Areas at all times when dancers perform.

Changing/Rest Room Policy

Separate shower, changing and toilet facilities will be provided for dancers. Secure storage will be provided where feasible.

No member of staff will enter the Dancer changing room without good cause. Visits are restricted to members of the management team and those expressly authorised by them. Prior to entering the room the staff member must knock on the door and announce themselves. Combination locks may be installed on the door. Signs will be displayed setting out the rules for entering the room.

Drug search policy

Platinum Lace operates a zero tolerance policy to drug possession and/or abuse. Dancers and their possessions may be searched by a nominated member of staff for any illegal drugs. Refusal to agree to such a search may result in an immediate termination of the Dancer Performance Licence and exclusion from all Platinum Lace venues.

Model Release Form

In consideration of my engagement as a model, upon the terms herewith stated, I hereby give to Platinum Lace Trading Ltd, associated subsidiaries, legal representatives and assigns and those acting with its authority and permission:

- a) The unrestricted right and permission to copyright and use, re-use, publish and republish photographic portraits or pictures of me or in which I may be included intact or in part, composite or distorted in character or form, without restriction as to changes or transformations in conjunction with my own or a fictitious name, or reproduction hereof in colour or otherwise, made through any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other purpose whatsoever.
- b) I also permit the use of any printed material in connection therewith.
- c) I hereby relinquish any right that I may have to examine or approve the completed product or products or the advertising copy or printed matter that may be used in conjunction therewith or the use to which it may be applied.
- d) I hereby release and discharge PL Trading Ltd from any liability by virtue of any blurring, distortion, alteration, optical illusion or use in composite form whether intentional or otherwise, that may occur or be produced in the taking of said picture or in any subsequent processing thereof as well as any publication thereof including without limitation any claims for libel or invasion of privacy.
- e) I hereby affirm that I am over the age of majority and have the right to contract in my own name. I have read the above authorisation release and agreement, prior to its execution; I fully understand the contents thereof. This agreement shall be binding upon me and my heirs, legal representatives and assigns.

~ DATED:

~ SIGNED (BIRTH NAME):

~ ADDRESS:

~ CITY:

~ POSTCODE:

~ TELEPHONE:

WITNESS ON BEHALF OF Platinum Lace Trading LTD

SIGNED

PRINT NAME

DANCER PERFORMANCE LICENCE

STEP 2 - PRELIMINARY DISCUSSION WITH MANAGER COVERING

Previous experience as a dancer

| Club | City | Manager | Telephone No. |
|----------------------|---------------|---------|---------------|
| <i>Sophisticated</i> | <i>London</i> | | |

Most recent venues performed at

/

Reason for ceasing to perform at venues (if applicable)

quiet

Found out about Platinum Lace via:

friends

Dance audition completed satisfactorily

STEP 3 – FAMILIARISATION WITH CLUB

Explanation of:

Requesting stage and podium opportunities schedule

Agreed Attendance process and definition

Changing room etiquette

Payment and charging

Explain house rules and code of conduct in detail – signature

Copy attached

Explanation of additional conditions as part of the Licences

Copy attached

Explanation of dispute procedure

Customer relations and conflict management procedures

Arrival and exit procedures for the premises

Fire Safety – Health and Safety

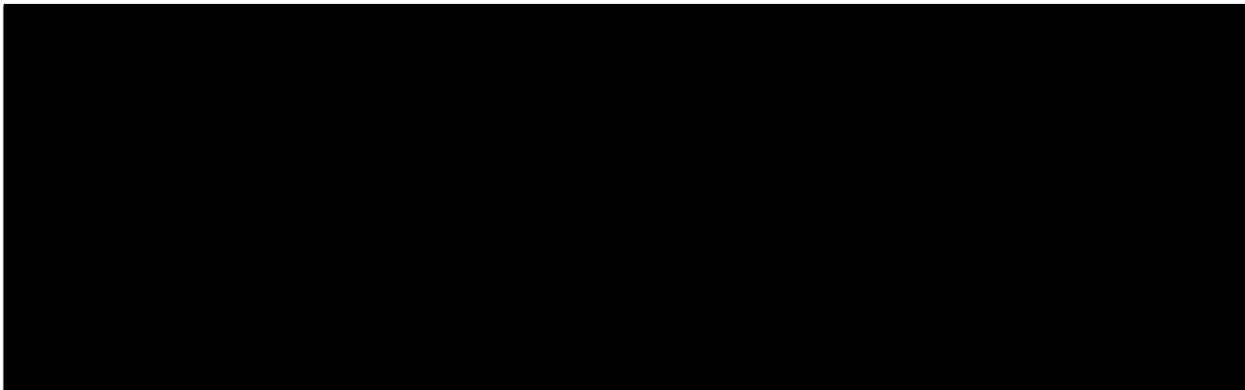
Incident reporting

Application fee paid

Promotional Opportunities

I am interested in the following:

TV **Events** **Newspapers & magazines** **Flying** **None**



MANAGEMENT CHECKLIST

STEP 4

- Preliminary Discussion
- Two forms of identification to include utility bill and photo ID
Passport VISA Review Date _____
- Data Protection Statement requested and received
- Dancer Performance Licence Assessment completed
- Dancer Performance Licence completed
- Code of Conduct fully explained and completed
- Additional Licence, Terms, Restrictions and Conditions
Explained and displayed copy shown
- Dispute procedure explained and completed
- Formal procedures completed
- Tour of Building completed
- Awareness of fire exists and Health & Safety procedure
- Dancer Welfare policy explained
- Release form included (if required)
Envelope completed (with photo attached)

MEDICAL QUESTIONNAIRE

STEP 5 We will not contact your doctor without your prior written consent.

1. Are you currently taking or have been prescribed medication (excluding contraceptives)? Yes / No

NO

If Yes, please give further details:

2. Are you currently receiving treatment for any physical or mental condition? Yes / No

NO

If Yes, please give further details;

3. Do you suffer from any injury, illness, medical condition or allergy that might affect your ability to perform your duties? Yes / No

NO

If Yes, please give further details:

4. Do you consider yourself to have a disability? Yes / No

NO

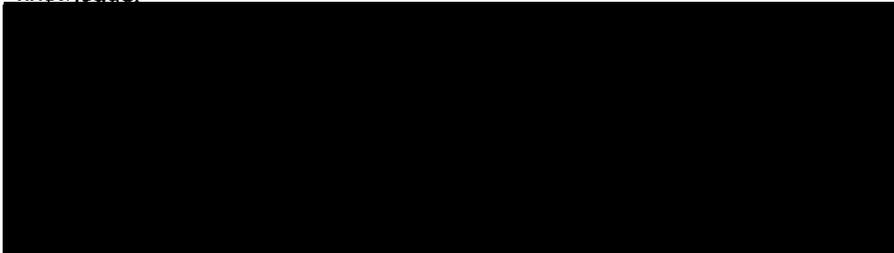
If Yes, please give further details:

Data Protection Notice

The Company requires certain information before you start employment, to ensure you will be able to perform the requirements of the job and give reliable service, and to ensure compliance with relevant Health and Safety regulations. The information is also required in order to establish whether any reasonable adjustments may need to be made to assist you in performing your duties, in accordance with the Equality Act 2010. The information you provide will be treated in the strictest confidence, and used only for the purposes detailed above in compliance with the Data Protection Act 1998.

Declaration

I confirm that the information given in this Questionnaire is complete and accurate to the best of my knowledge.

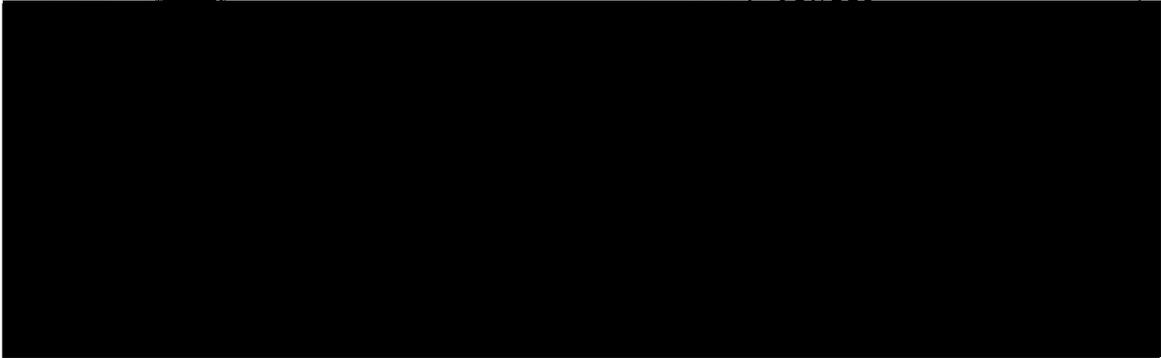




PLATINUM LACE
BAR & GENTLEMEN'S CLUB

13 COVENTRY STREET, PICCADILLY CIRCUS, LONDON, W1D 7DH
Telephone: 020 7297 3200

Dancer Audition Detail & Assessment Sheet



-----Platinum Lace Management Only Below this Line-----

ALL auditions MUST be marked accordingly to the following selection criteria

| | | | | |
|---|--------|----------------|-------------|-------------|
| Initial 1 st impressions | BAD | AVERAGE | <u>GOOD</u> | EXCEPTIONAL |
| General Etiquette: (Good grammar and pronunciation, no swearing, not chewing gum) | BAD | AVERAGE | <u>GOOD</u> | EXCEPTIONAL |
| Understanding of the English Language: | BAD | AVERAGE | <u>GOOD</u> | EXCEPTIONAL |
| Hair & Makeup for Audition: | BAD | AVERAGE | <u>GOOD</u> | EXCEPTIONAL |
| Dress Selection: | BAD | AVERAGE | <u>GOOD</u> | EXCEPTIONAL |
| Stage audition: (Eye contact, use of the space, presence, sensuality, coordination...) | BAD | <u>AVERAGE</u> | GOOD | EXCEPTIONAL |
| Use of Pole and Stage during audition: (Extent of pole tricks, use of pole, stage floor and furniture etc) | BAD | <u>AVERAGE</u> | GOOD | EXCEPTIONAL |
| Physical appearances: Bad tattoo, saggy breast, cellulite, stomach, teeth... | BAD | AVERAGE | <u>GOOD</u> | EXCEPTIONAL |
| Applicants Figure: | PETITE | <u>SLIM</u> | MEDIUM | LARGE |

Comments:

Audition:

SUCCESSFUL

UN-SUCCESSFUL

Auditioned by: Tina/

Applicant Start Date: _____

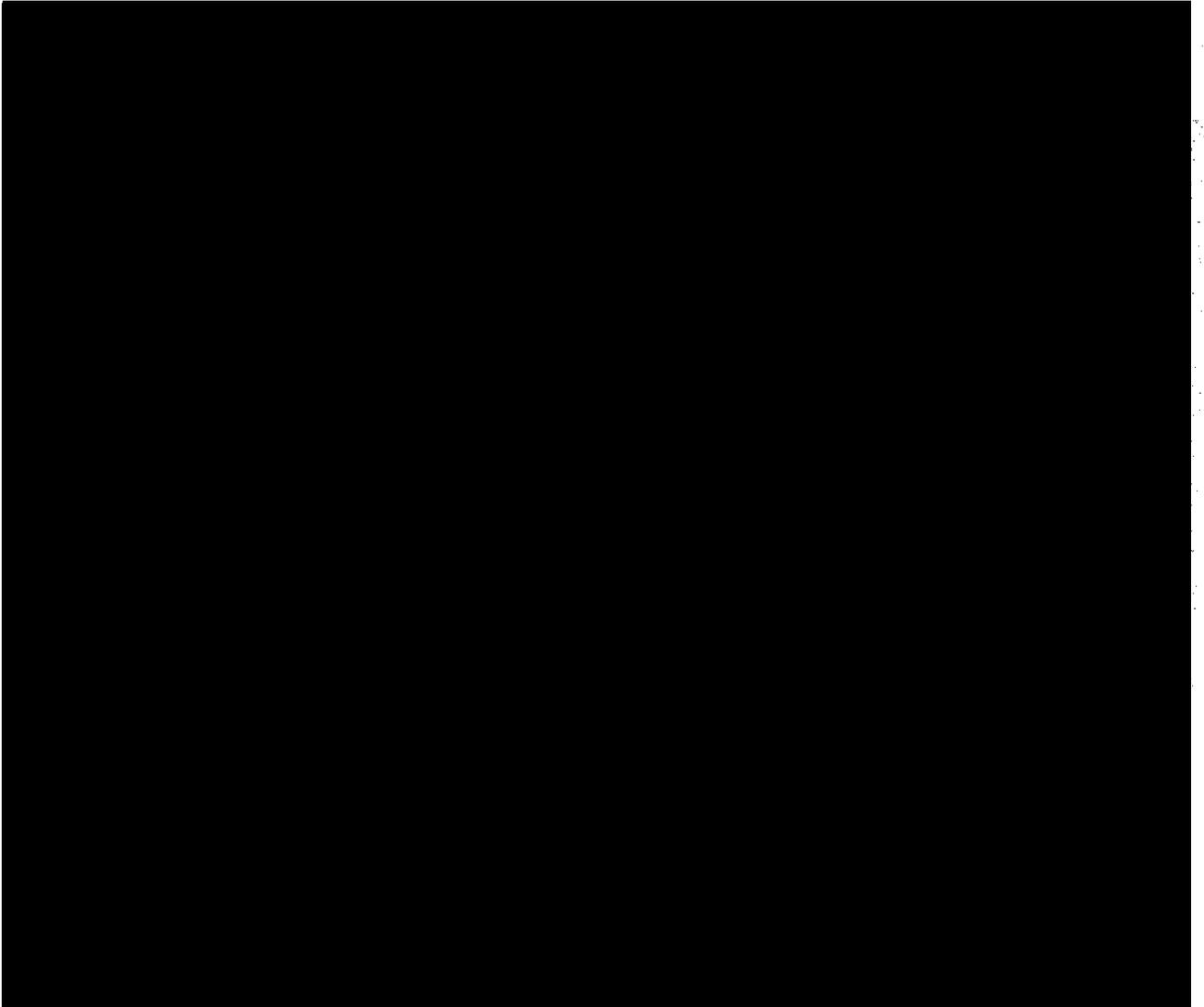


EXHIBIT TN5
TO WITNESS STATEMENT
OF TONY NASH

File Copy



**CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY**

Company Number **9976693**

The Registrar of Companies for England and Wales, hereby certifies that

SYPM MUSIC LIMITED

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by shares, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **29th January 2016**



N099766930

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

213



Companies House

IN01 (ef)

Application to register a company

Received for filing in Electronic Format on the: 28/01/2016



X4ZKWBI3

*Company Name
in full:* **SYPM MUSIC LIMITED**

Company Type: **Private limited by shares**

*Situation of Registered
Office:* **England and Wales**



I wish to entirely adopt the following model articles: **Private (Ltd by Shares)**

Company Director 1

Type: **Person**

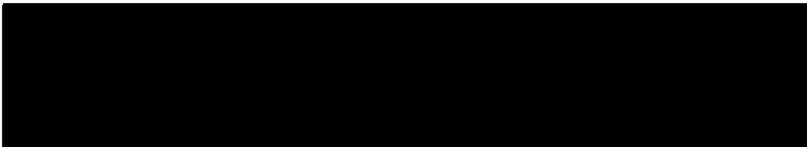
Full forename(s):



Surname:

Former names:

Service Address recorded as Company's registered office



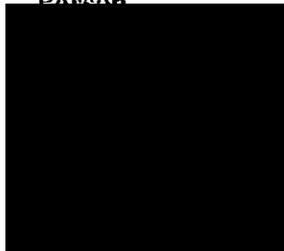
Occupation: DIRECTOR

The subscribers confirm that the person named has consented to act as a director.

Company Director 2

Type: **Person**

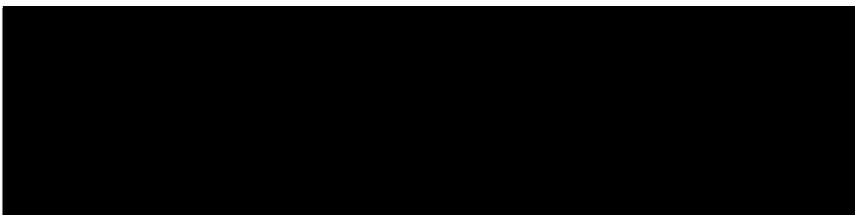
Full forename(s):



Surname:

Former names:

Service Address recorded as Company's registered office



The subscribers confirm that the person named has consented to act as a director.

Statement of Capital (Share Capital)

| | | | |
|------------------------|-----------------|--------------------------------|------------|
| Class of shares | ORDINARY | <i>Number allotted</i> | 100 |
| | | <i>Aggregate nominal value</i> | 100 |
| <i>Currency</i> | GBP | <i>Amount paid per share</i> | 1 |
| | | <i>Amount unpaid per share</i> | 0 |

Prescribed particulars

EACH SHARE HAS FULL RIGHTS IN THE COMPANY WITH RESPECT TO VOTING, DIVIDENDS AND DISTRIBUTIONS.

Statement of Capital (Totals)

| | | | |
|-----------------|------------|--------------------------------------|------------|
| <i>Currency</i> | GBP | <i>Total number of shares</i> | 100 |
| | | <i>Total aggregate nominal value</i> | 100 |

Initial Shareholdings

Name:

[REDACTED]

Address:

[REDACTED]

Name:

[REDACTED]

Address:

[REDACTED]

Name:

[REDACTED]

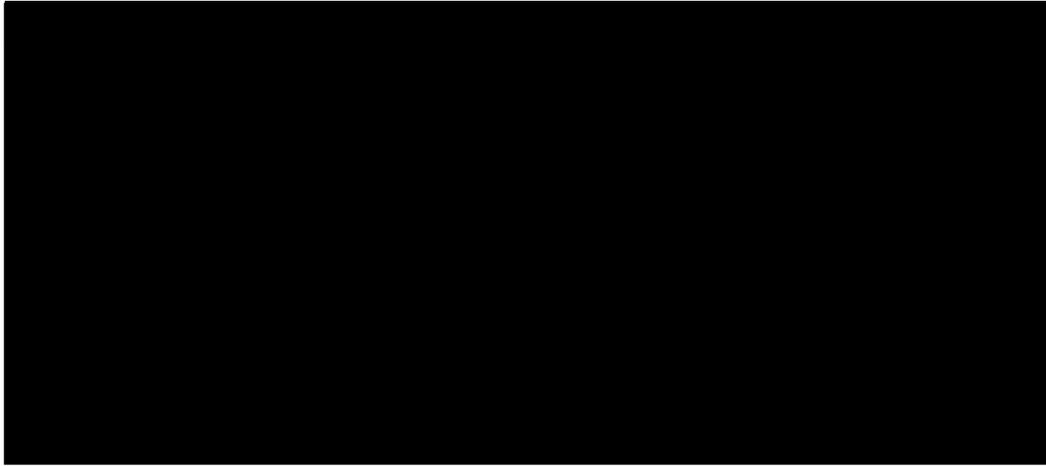
Address:

[REDACTED]

Name:



Address:

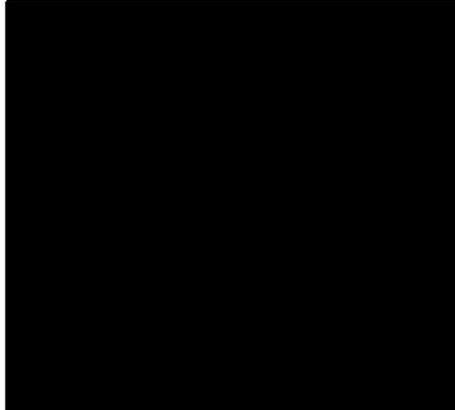


Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

memorandum delivered by an agent for the subscriber(s): Yes

Agent's Name:



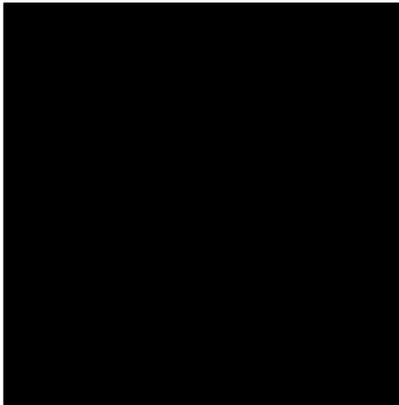
Agent's Address:

Authorisation

Authoriser Designation: agent

Authenticated: Yes

Agent's Name:



Agent's Address:

COMPANY HAVING A SHARE CAPITAL

Memorandum of association of SYPM MUSIC LIMITED

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company and to take at least one share.

| Name of each subscriber | Authentication |
|---|------------------------------|
|  | Authenticated Electronically |
|  | Authenticated Electronically |
|  | Authenticated Electronically |
|  | Authenticated Electronically |

Dated: 28/01/2016

EXHIBIT TN6
TO WITNESS STATEMENT
OF TONY NASH

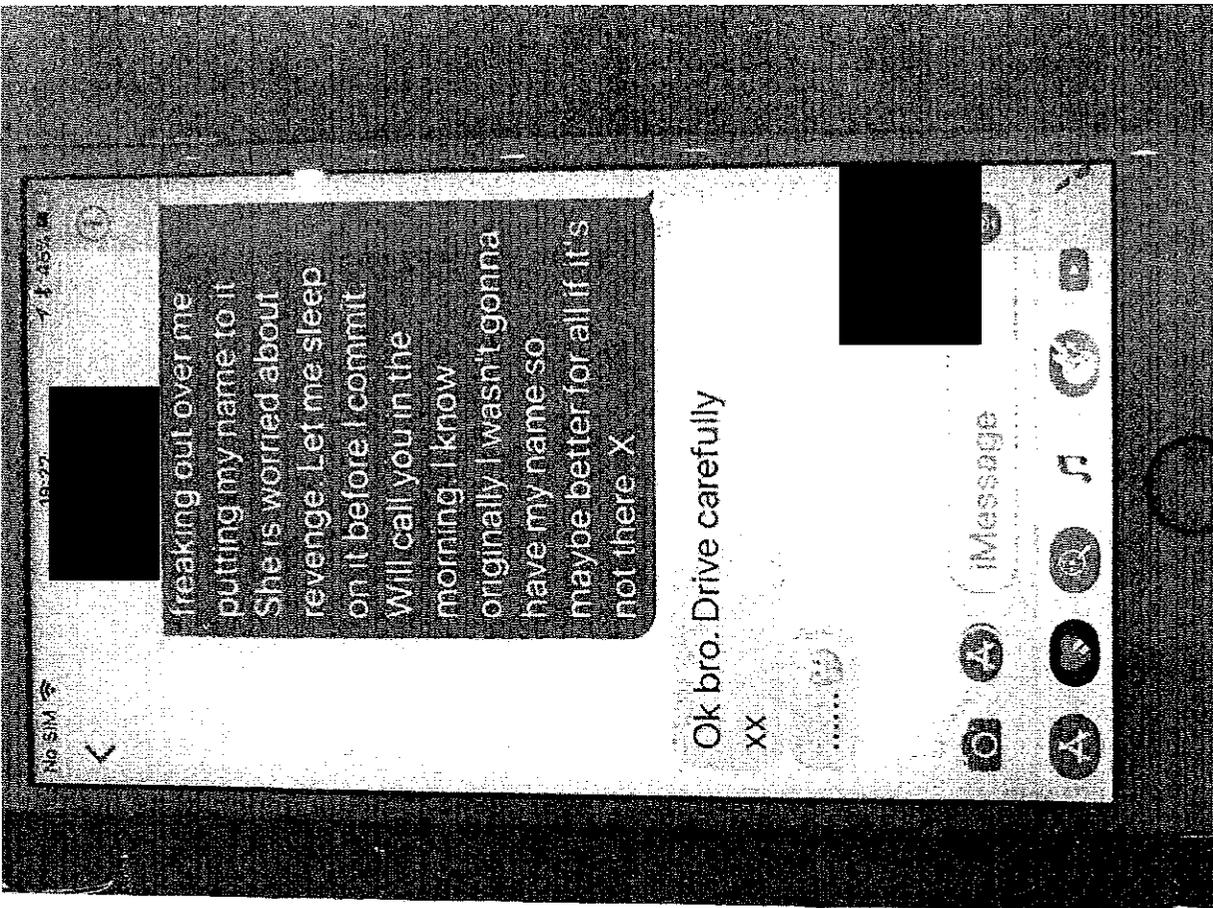
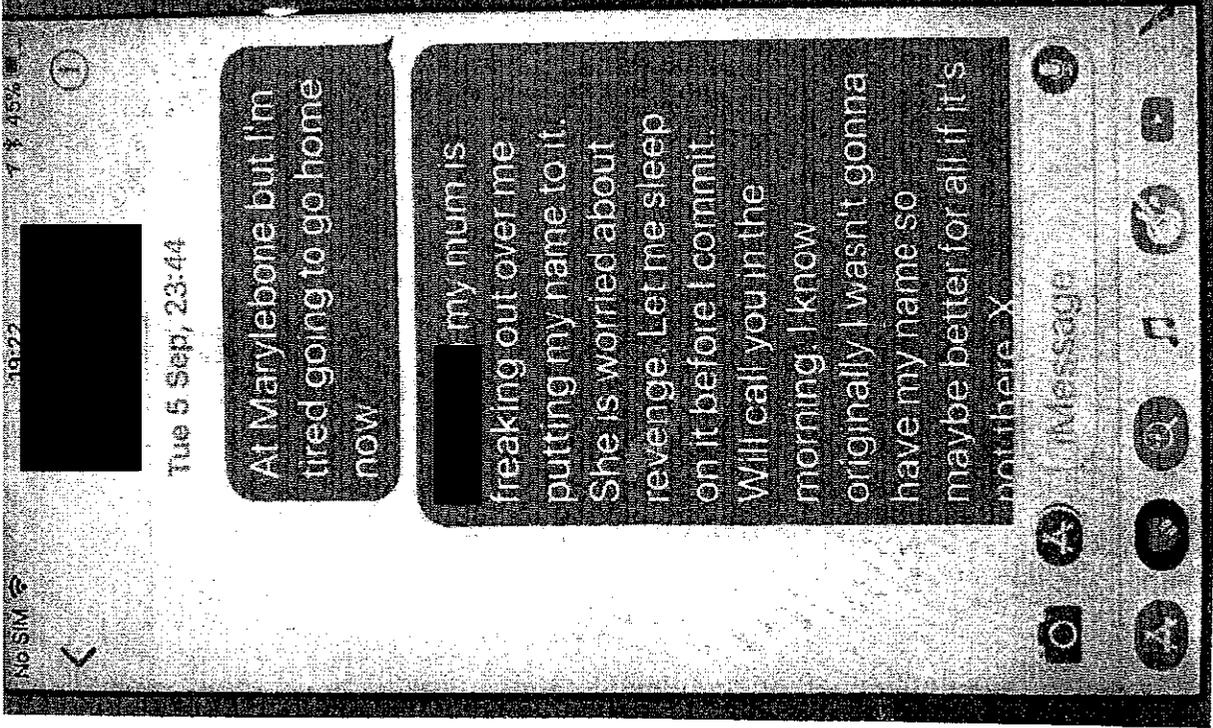


EXHIBIT TN7
TO WITNESS STATEMENT
OF TONY NASH

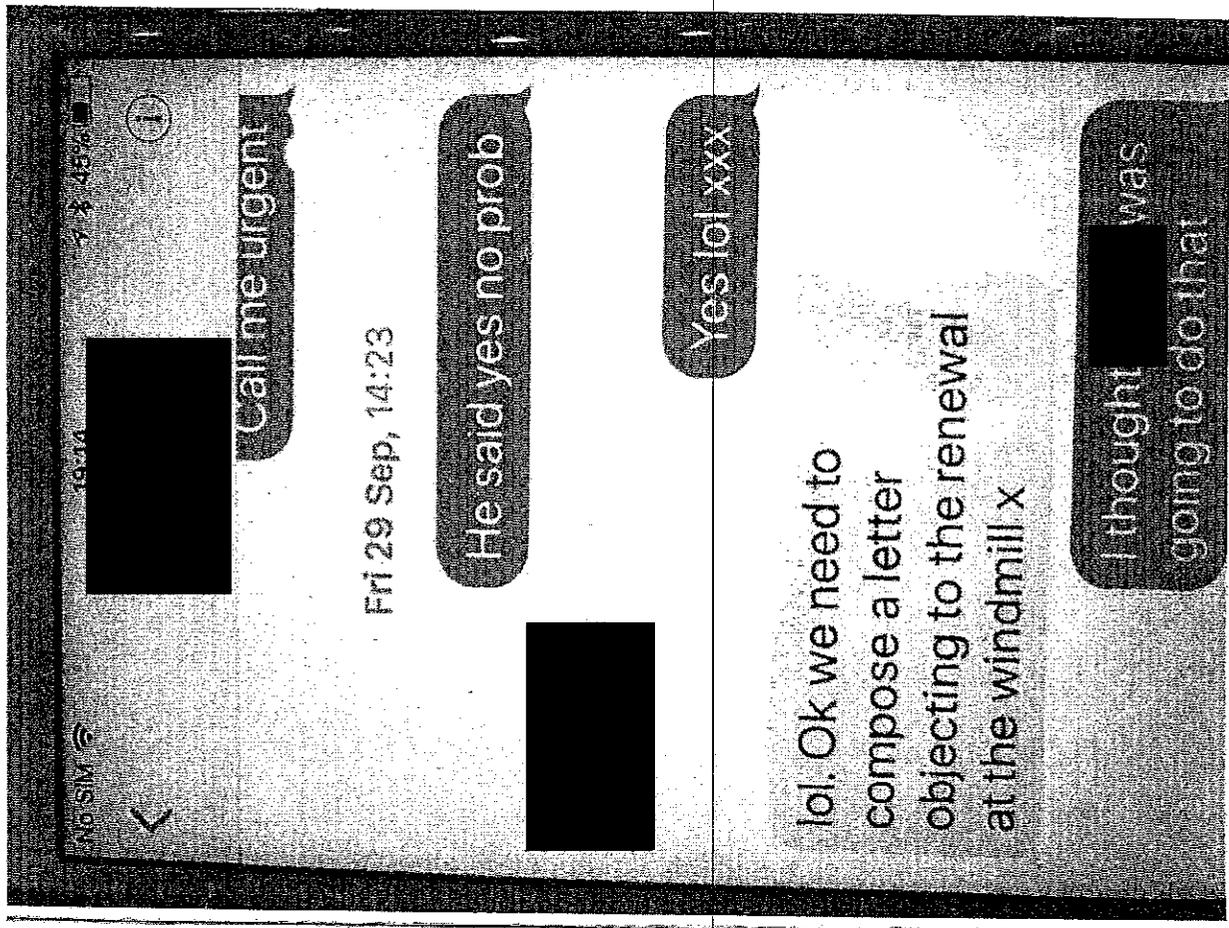


EXHIBIT TN8
TO WITNESS STATEMENT
OF TONY NASH

Introduction:

We have detected suspicious activity while running backlinks audits for multiple strip clubs online. We ran these so that we could get business from these clubs by improving on their SEO campaigns. When running the report, we checked the backlinks of multiple strip clubs including Sophisticats. We noticed lots of websites that didn't sound like they should be linked to an adult entertainment website. Some of these websites included Primary and Secondary Schools, local businesses and even a website that redirects to the Royal Navy National Museum website. The purpose of this is to link to websites in order to bring up their own website's domain authority as Google sees the two linked sites to be associated with one another. As one website is highly credible, and the other (socats) is not, this will damage the online visibility of the credible site (indirectly affecting sales, enquiries and the business's reputation).

As these sites aren't related to adult entertainment, SoCats should **not** be linked to them.

Software / Sources Used

Further information on the software and tools used to gather this information:

SEOSpyGlass

This piece of software is able to audit a website to detect any backlinks they currently have, or have had in the past, on web pages external to their site. The software is highly accurate, which has been proven when searching for removed links in the website archive Wayback Machine. We were unable to recover one of the links due to it being added and removed quickly, but we have the record of the dates where this link was first and last recorded.

Wayback Machine

Wayback machine is a website archive that stores old versions - referred to as "screenshots" - of websites. We can go back to the dates before the links were removed to see clearly that they were added in Javascript code and did not appear online. This is a free tool that can be used by anyone.

Evidence of Suspected Hacking

There are clear indications of hacking/use of malware:

Links on Inappropriate Websites

Regardless of how these links got where they are, a strip club should **not** be linked to websites that are for the use of children or accessible to children without age verification. There are links to socats on Primary and Secondary School websites along with a host of businesses that do not relate to the adult entertainment industry. This was the first thing we identified as suspicious when looking at the links SoCats had on other websites.

Javascript Code with Same String of Characters

In the code where the link is added (Javascript code), we can see that the same string of characters has been used in almost all of the websites where the hacking is suspected:

```
"div#bdd1b7801d9329b2f9d7313381627c70c2"
```

It's hard to believe that SoCats are linked to inappropriate sites that all contain the same string of characters in the code that has been added to the website. This code could only have been added to the site either by hackers or by the webmaster themselves. So unless these businesses have all decided to hide links to SoCats on their websites, that are far more credible and hold far more domain authority, then this code must have been added by hackers who have found a vulnerability in the website.

Use of ACINT.NET

We also noticed that the Javascript code added to all these sites was pulling information in from another website: `src="//www.acint.net/aci.js";var`. After more research, we discovered that "www.acint.net" is a Browser Hijacker. "www.acint.net" is classified as PUP.Adware.ACINT. Browser Hijacker is a type of Malware, that is designed to change your browser's settings. The fact that Sophisticats have links on inappropriate sites, all with the same string of characters and all containing the link to a site identified as a form of malware is no coincidence. This indicates that these websites have been hacked by either Sophisticats or a third party on their behalf, as no one else benefits from this activity except SoCats or the third party being paid to carry out this work on their behalf.

Websites of Interest:

[REDACTED]
A school [REDACTED] that had a link to SoCats present on their page from May 11th 2017 - September 3rd 2017. [REDACTED]

[REDACTED] They may have been link building with a school as the SoCats club has "Back to School Events" - linking with a school might make them boost the visibility of their event as it relates to school.

[REDACTED]
Unfortunately, we were unable to recover evidence of a link being on this website. However, we have records on our software (used to find all other removed links) shows us there was definitely a link on the website between May 7th - 14th 2017. - linking with a school might make them boost the visibility of their event as it relates to school.

[REDACTED]

This site used to be [REDACTED] and now redirects to the [REDACTED] site. The original page spoke of booking venues and, as SoCats would be marketing terms similar to "book a venue", they might have added the link to get some authority from a site talking about venues to book. This would directly benefit SoCats sales & enquiries.

[REDACTED]

This site has something different that we discovered. One way hackers could be adding this Javascript code is through XSS Vulnerabilities (Cross-Site Scripting). In the websites code, right next to the Javascript code with SoCats' link, is information on a plugin version that has been identified as causing XSS Vulnerabilities. We've attached this image as evidence along with the rest of the [REDACTED] images. Version 2.7.2 of Lightbox Plus Colorbox has been identified as causing vulnerabilities that would explain the activity on this website.

[REDACTED]

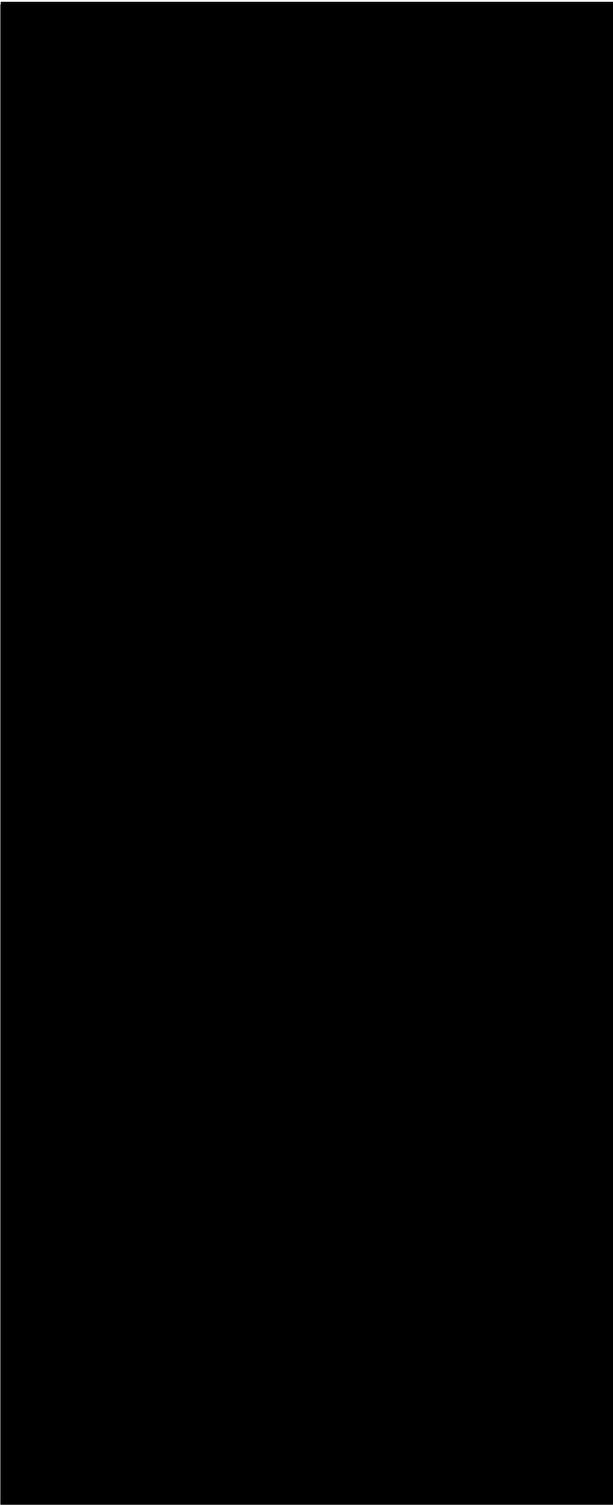
We discovered this link before it was removed and contacted the owner of the business. He assured us that he had no knowledge of this being on his website and was eager to take action. We recovered the link after it was removed using wayback machine. The owner was disgusted and outraged that someone had done this as they hold the Royal Warrant as specialist box makers to Her Majesty The Queen and would not want their reputation being damaged.

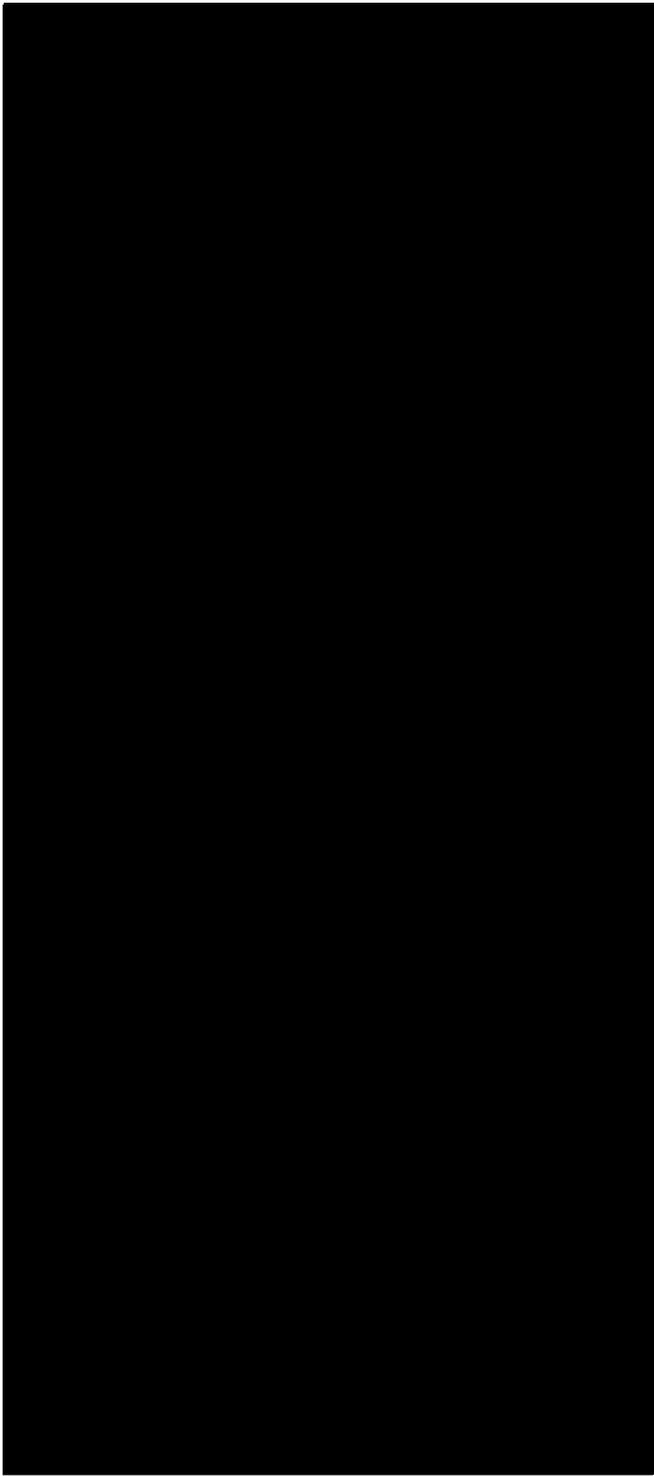
[REDACTED]

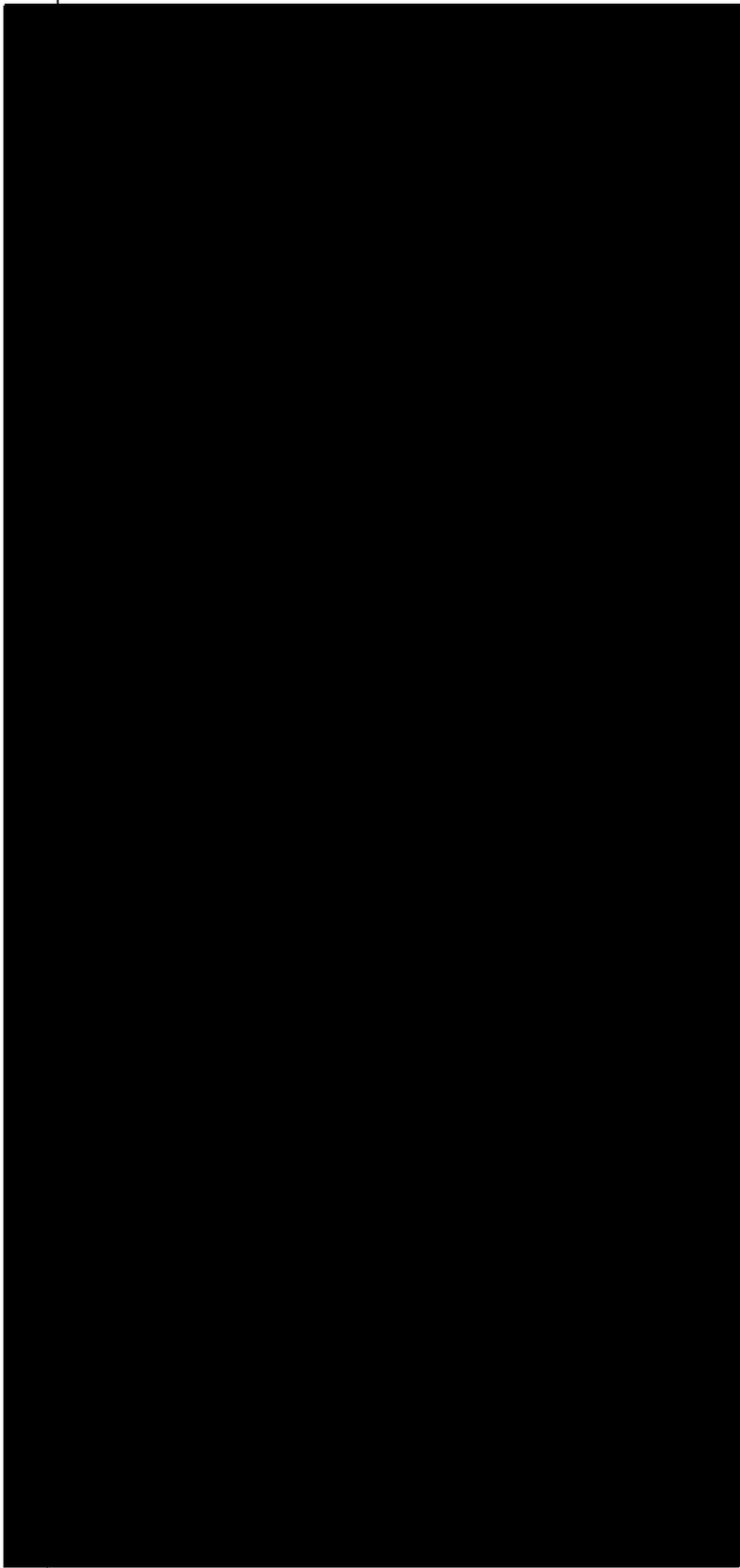
This is the most recent link that's we suspect has been illegally added by SoCats. It was added on November 17th 2018 and is still currently on the site. This is worrying, as there is clearly no indication of stopping from SoCats. They will continue to put businesses and youths in danger by inappropriately adding links to websites that have no interest in associating with them. This website doesn't have the long string of characters, suggesting they're trying to get smarter in the way they abuse these sites, making it harder to solve the issue. They won't be able to continue doing this without adding the link to their site, so we will be able to find out if they do it again using our software,

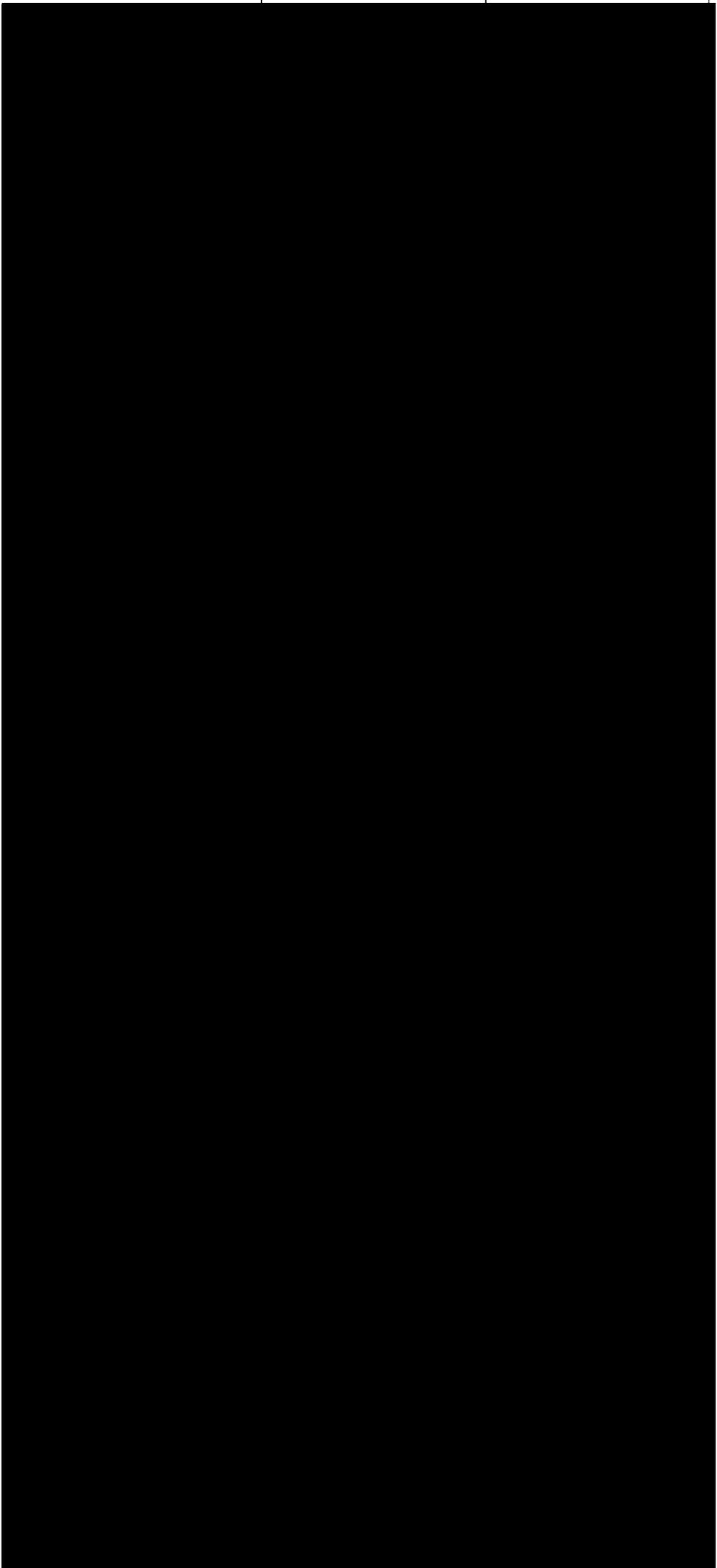
[REDACTED]

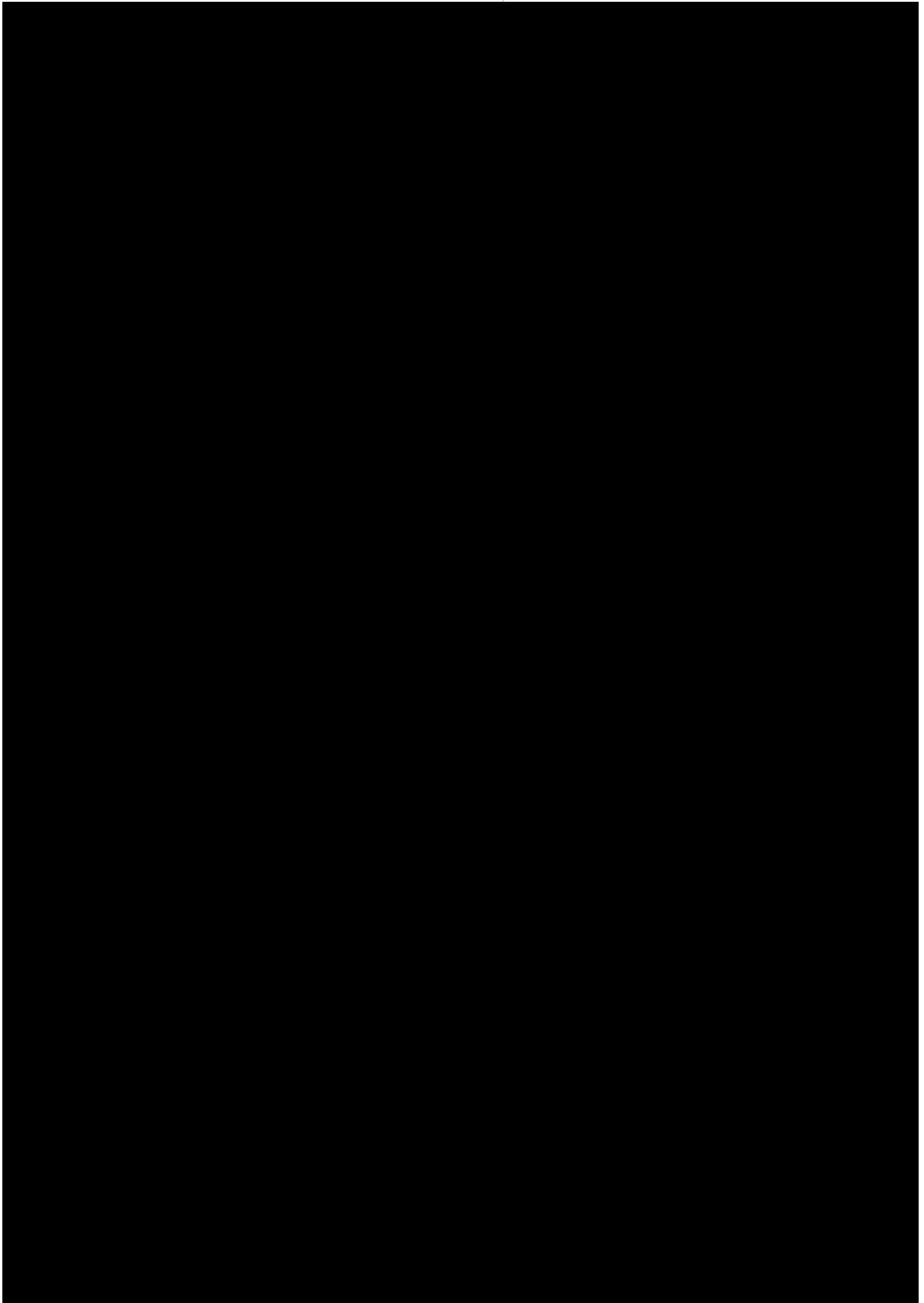
This is the first recorded suspicious link from SoCats and contains the same use of the browser hijacker and string of characters used in the rest of the websites. This means that they have actively been using Malware added to websites in Javascript Code all the way back from January 1st 2014 to just a few weeks ago on November 17th 2018.

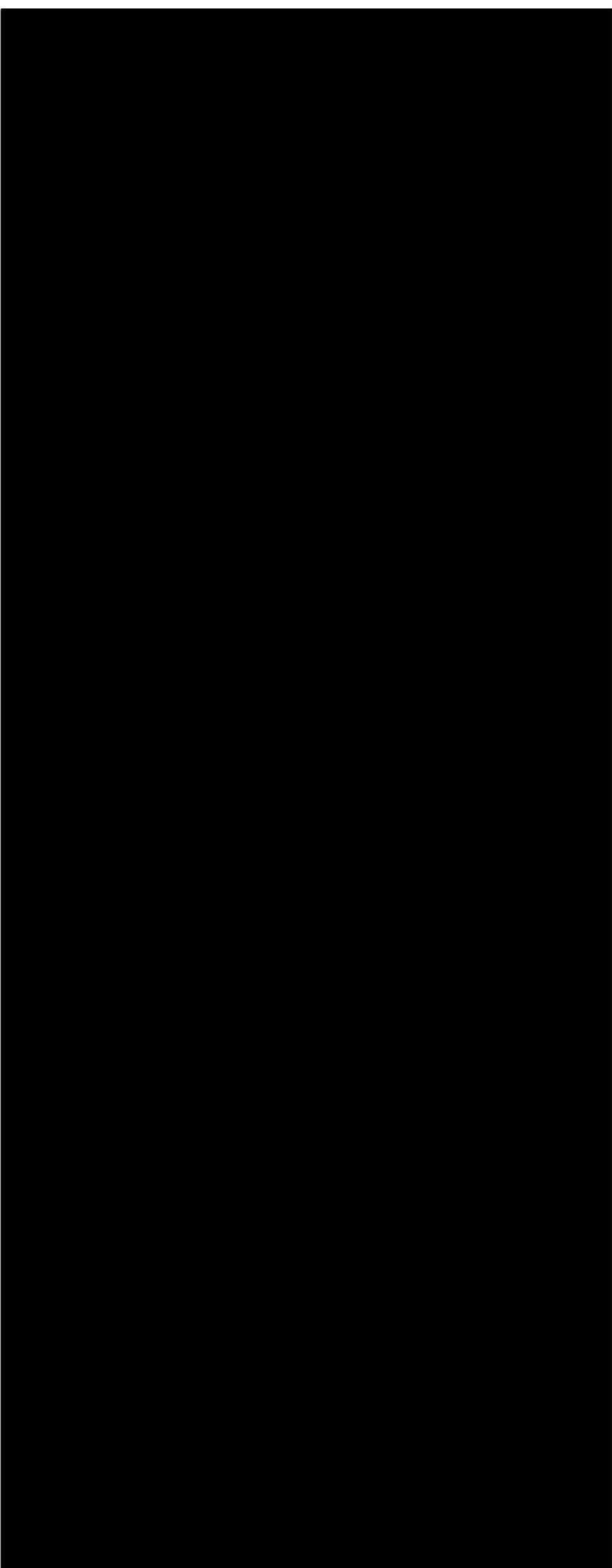


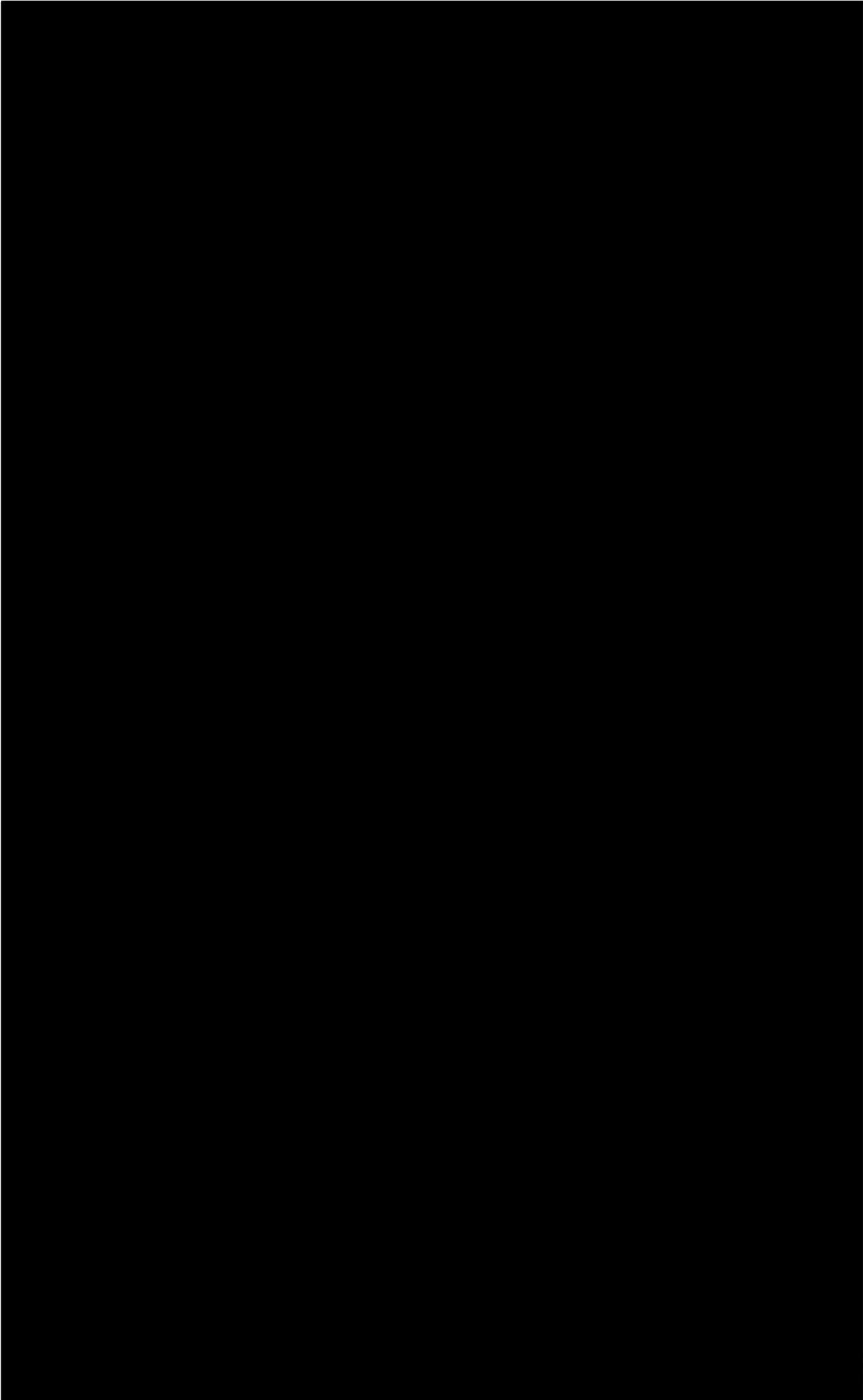


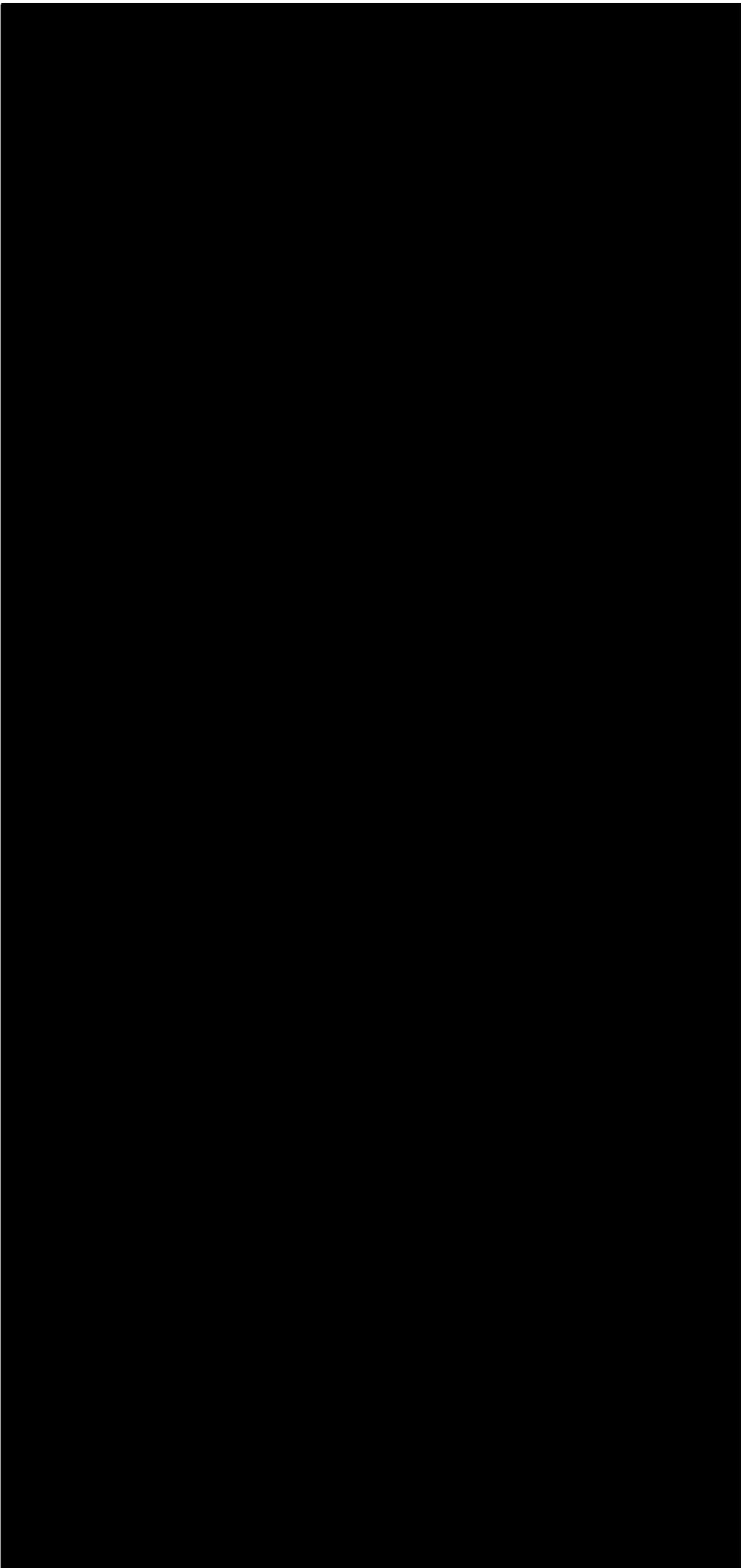


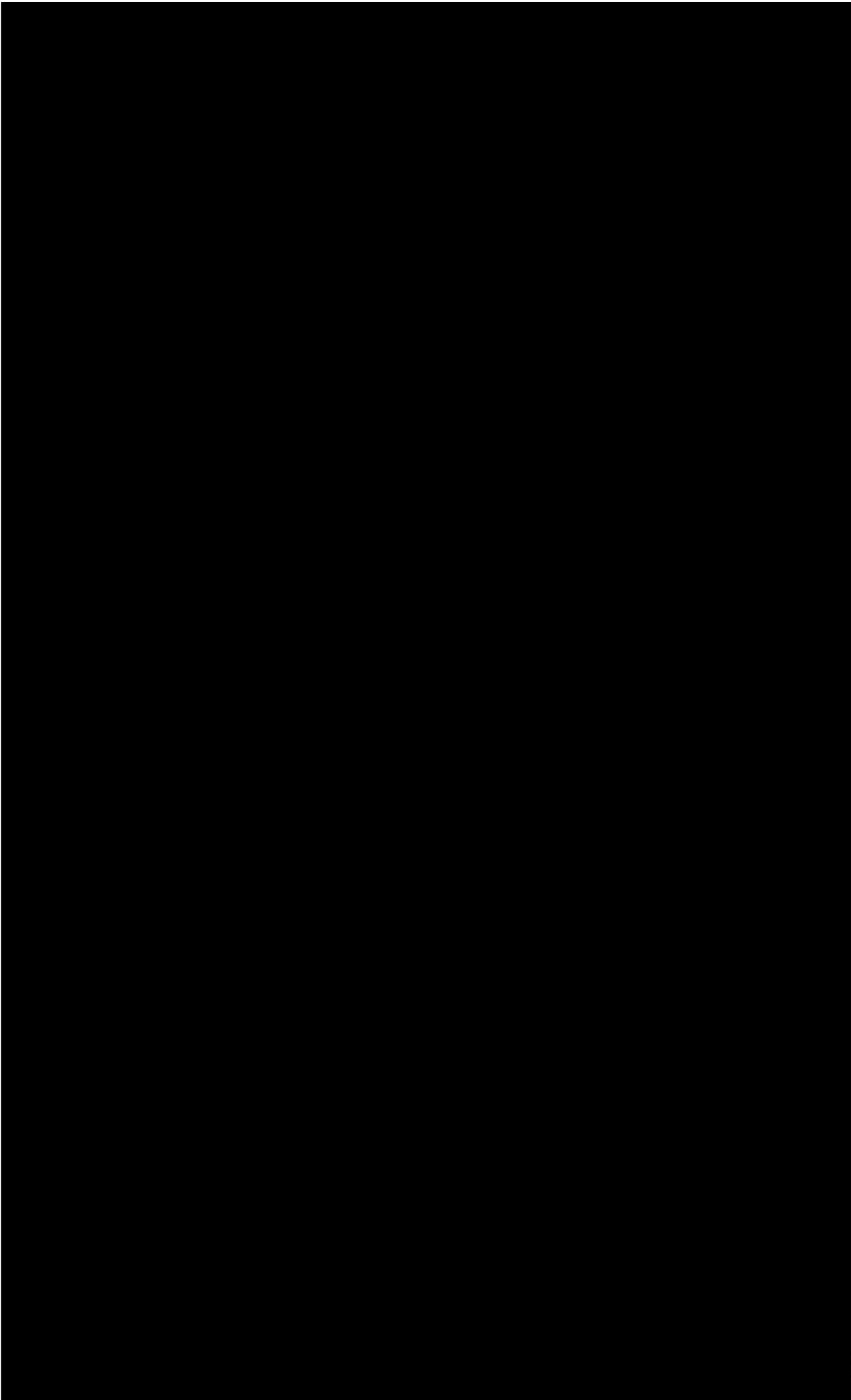


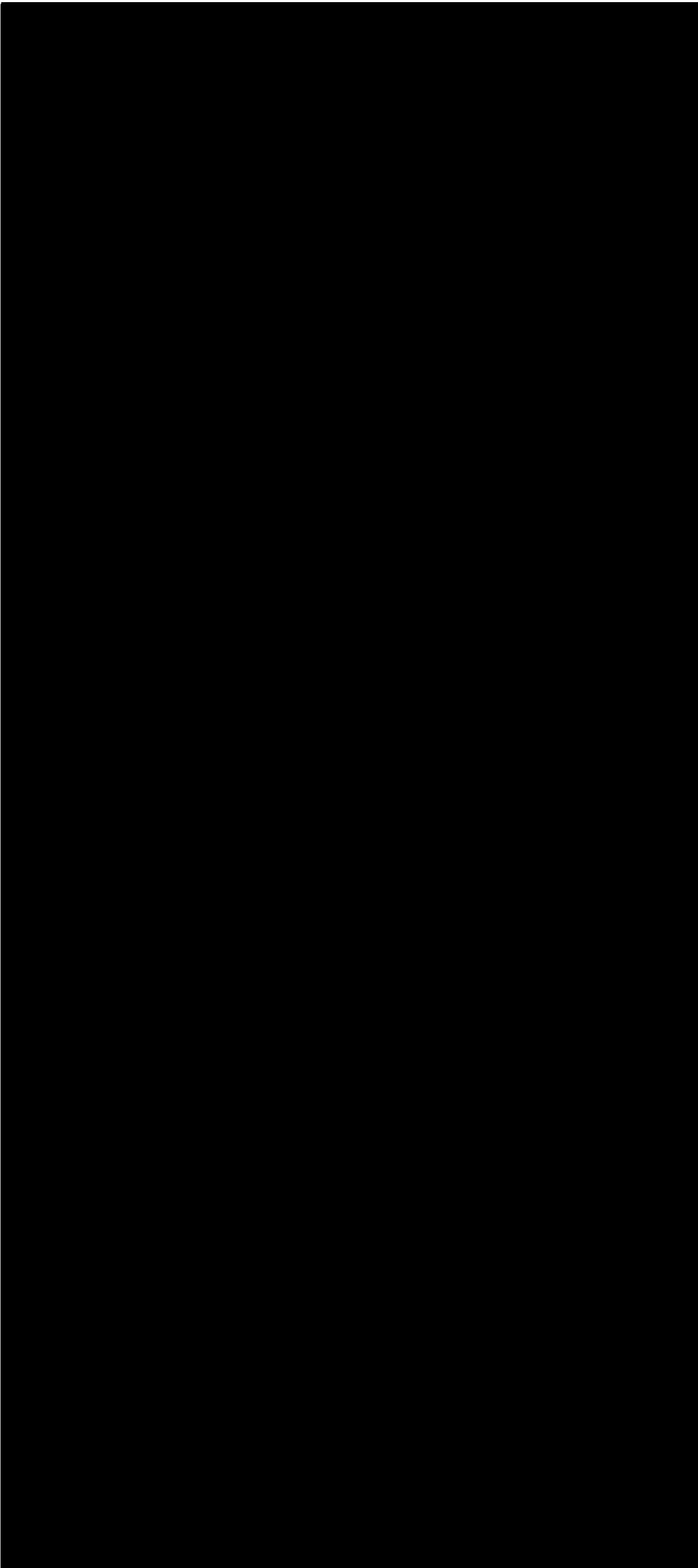


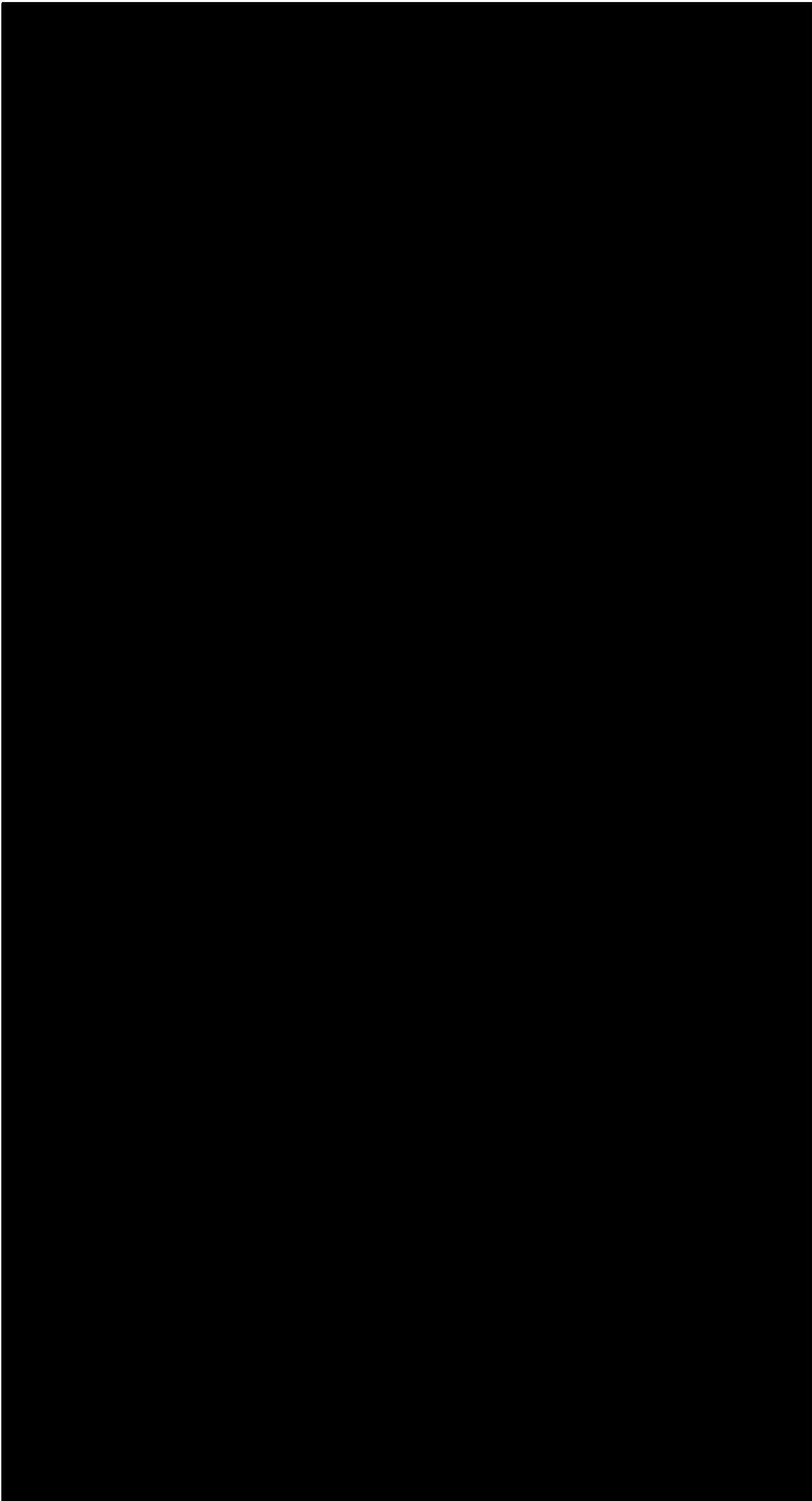


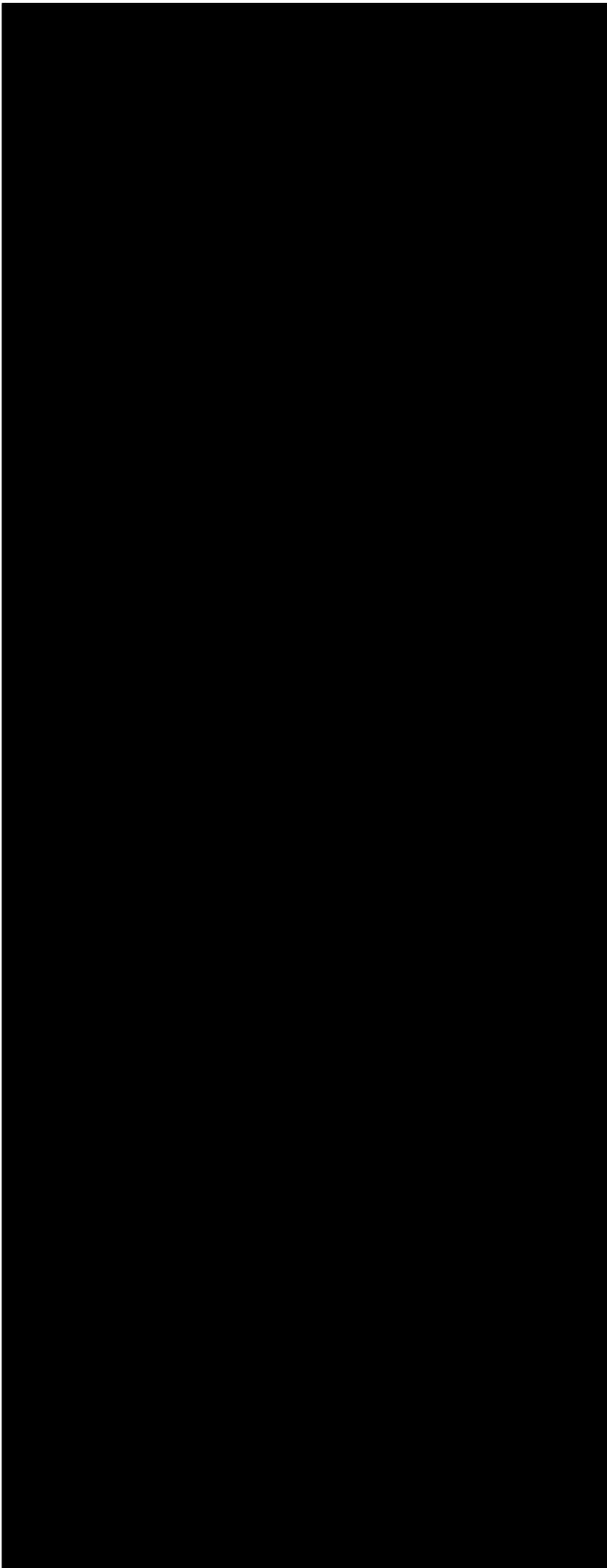


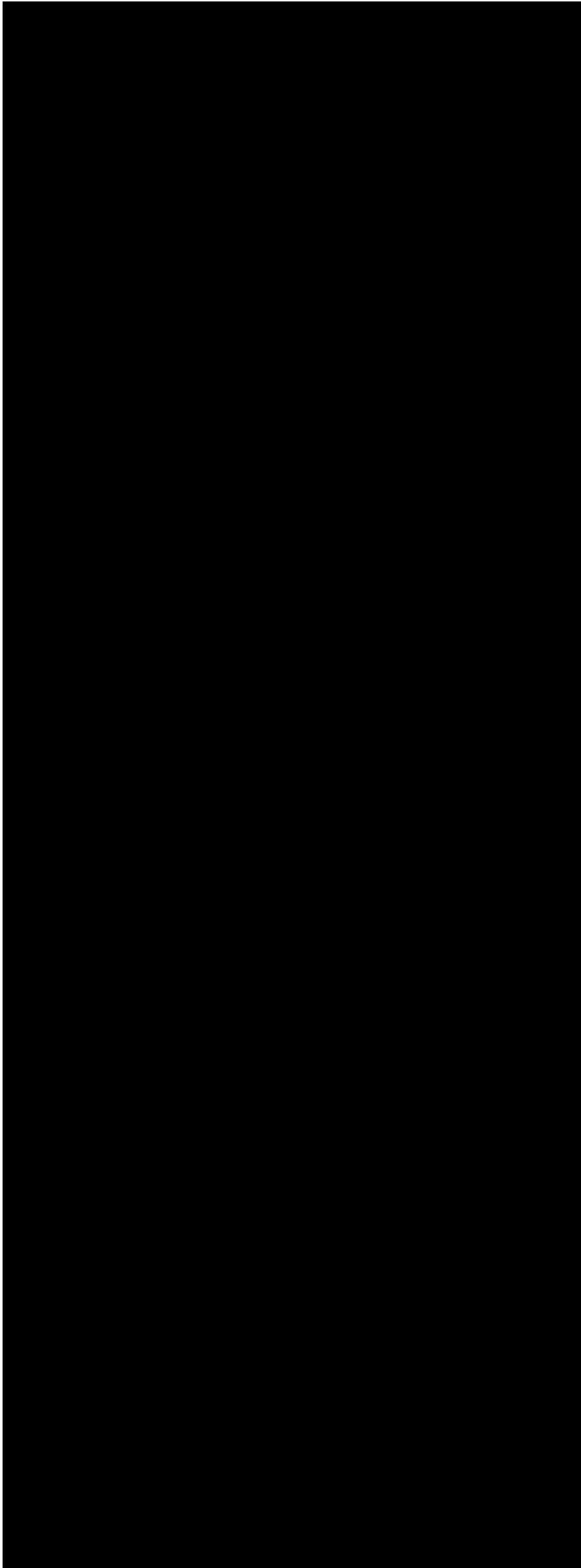


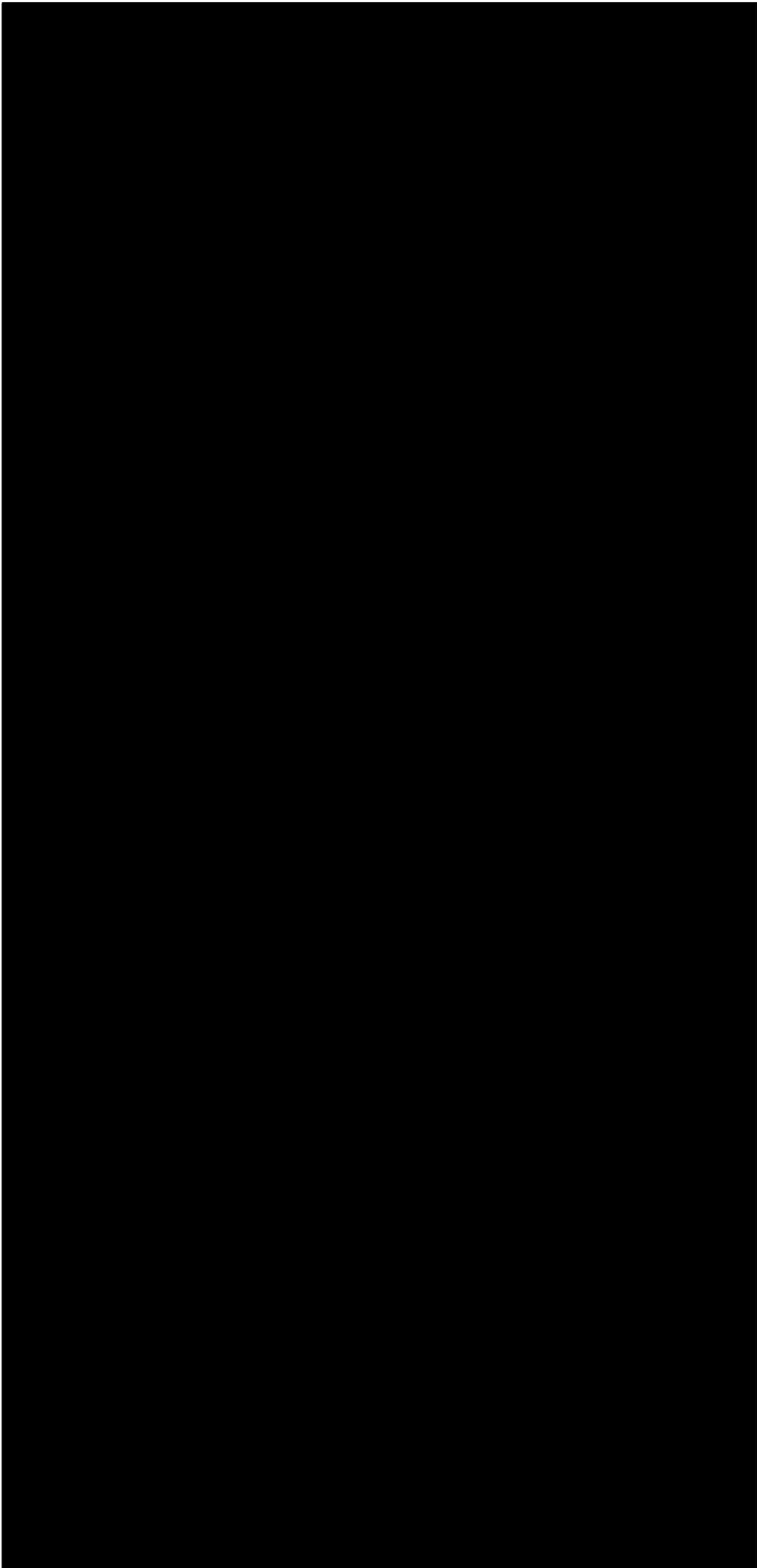


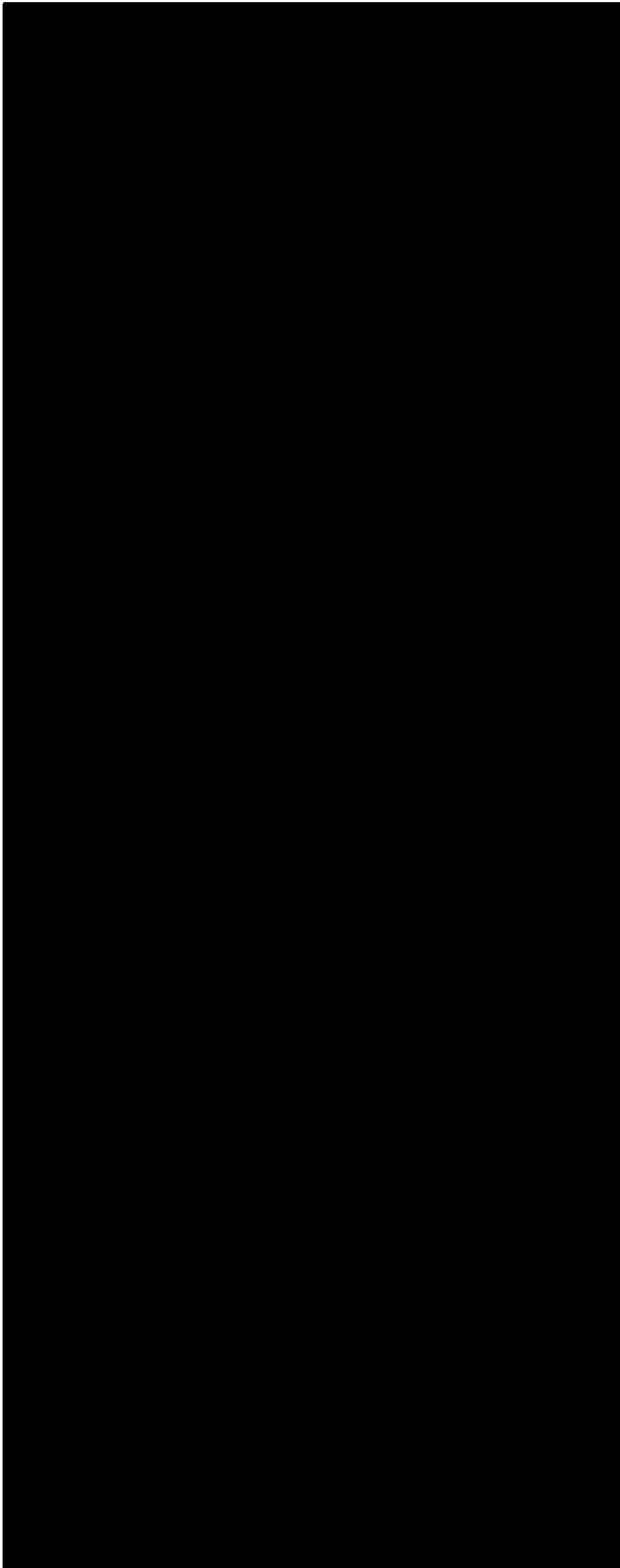


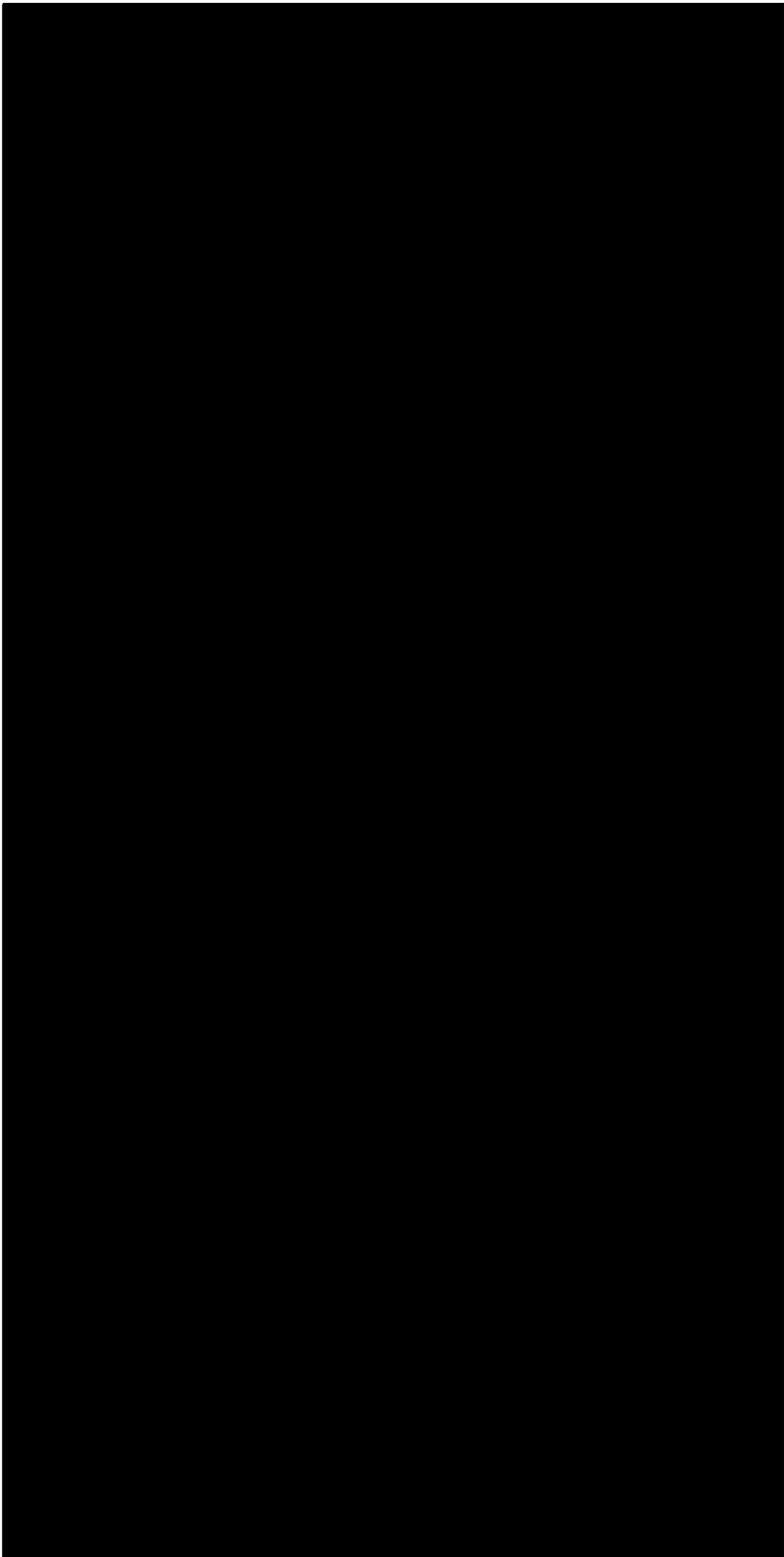


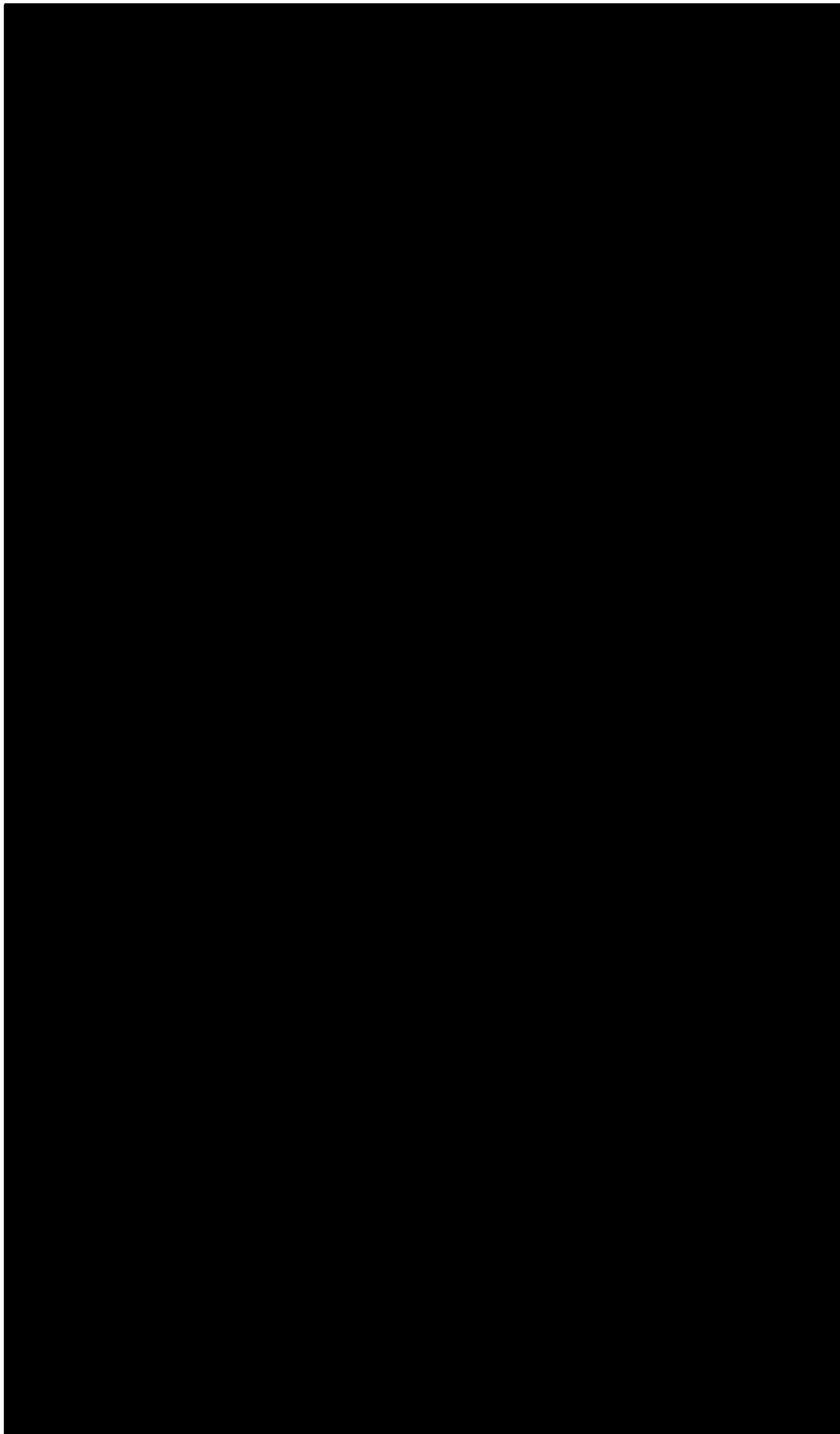


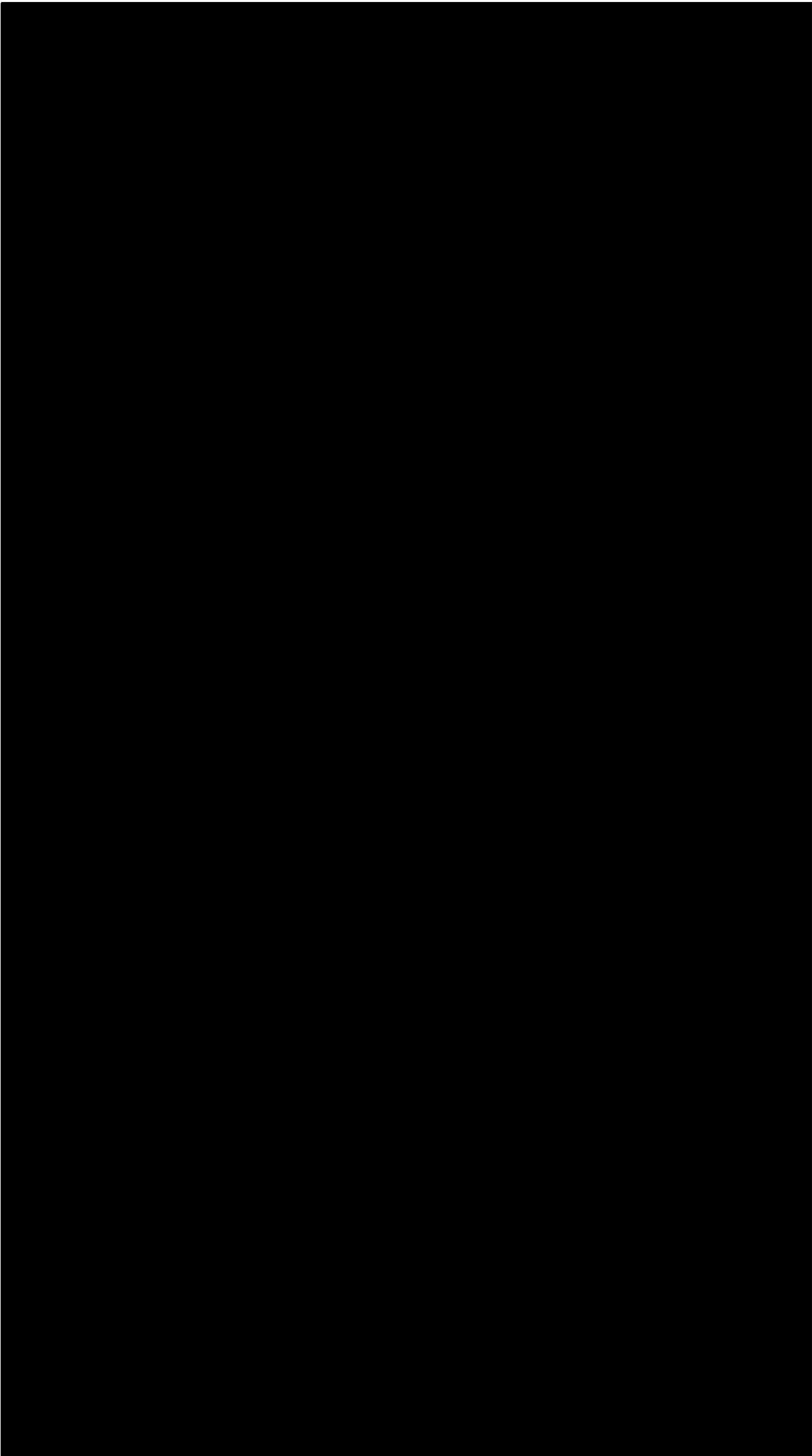


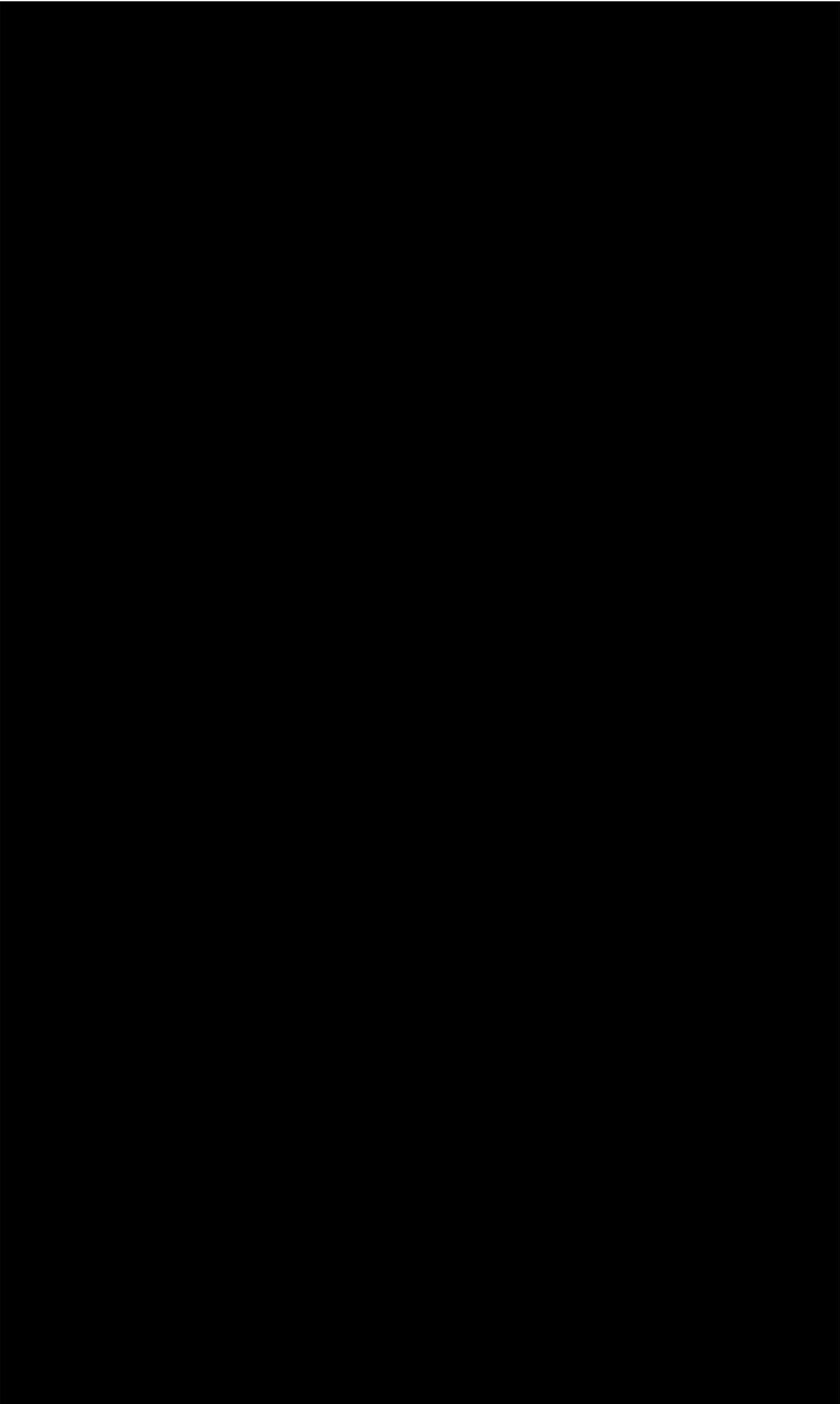


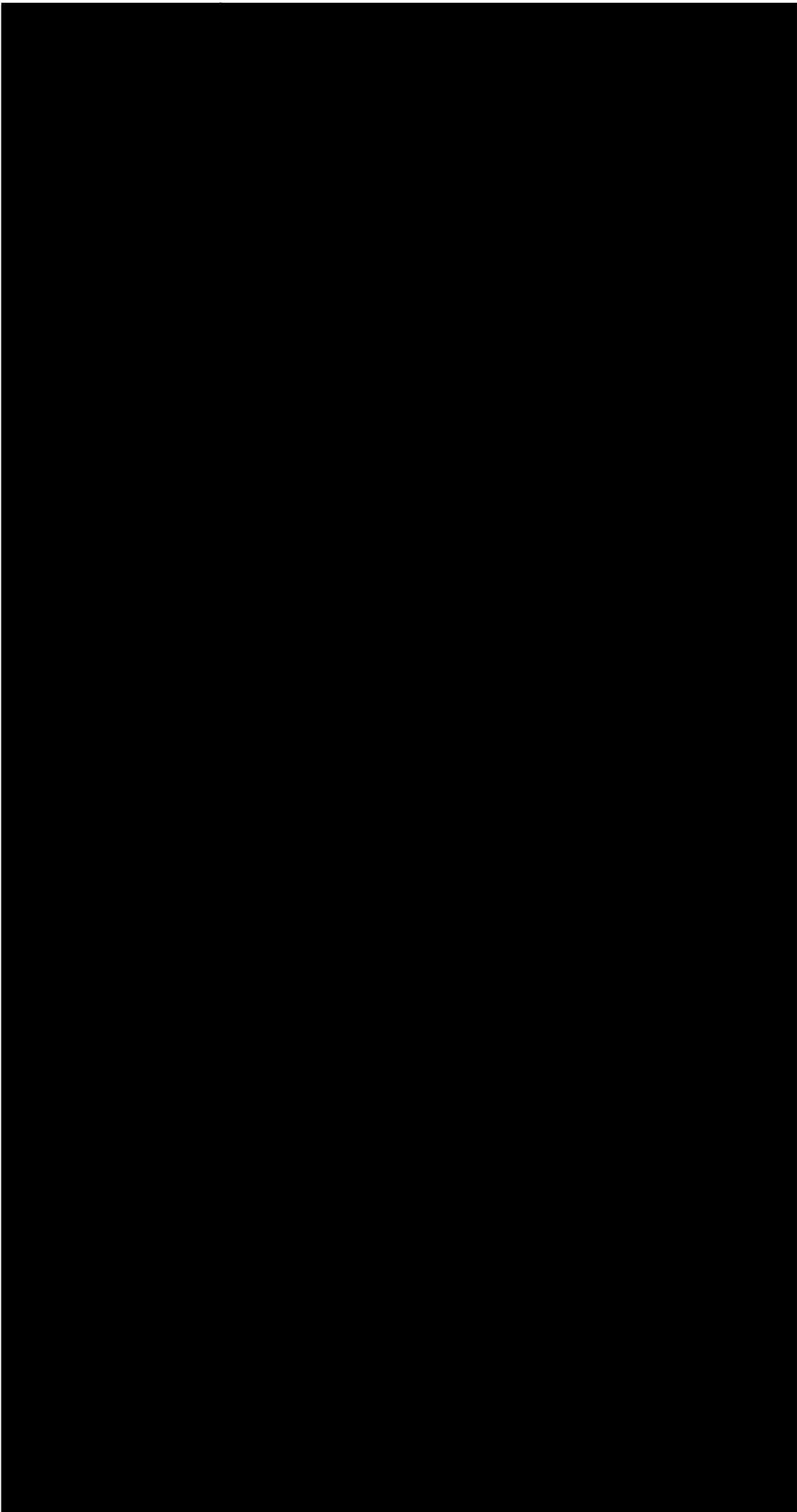


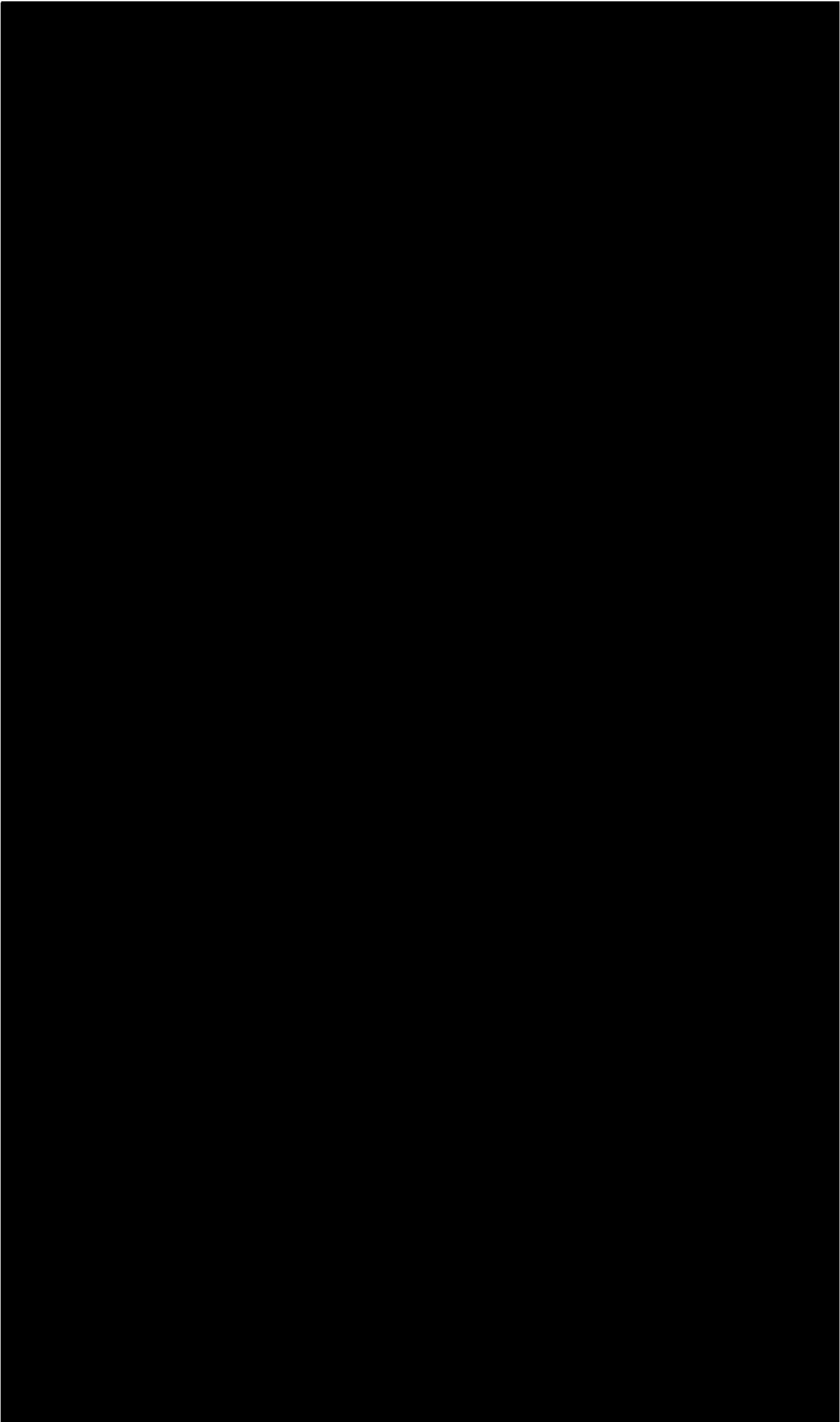


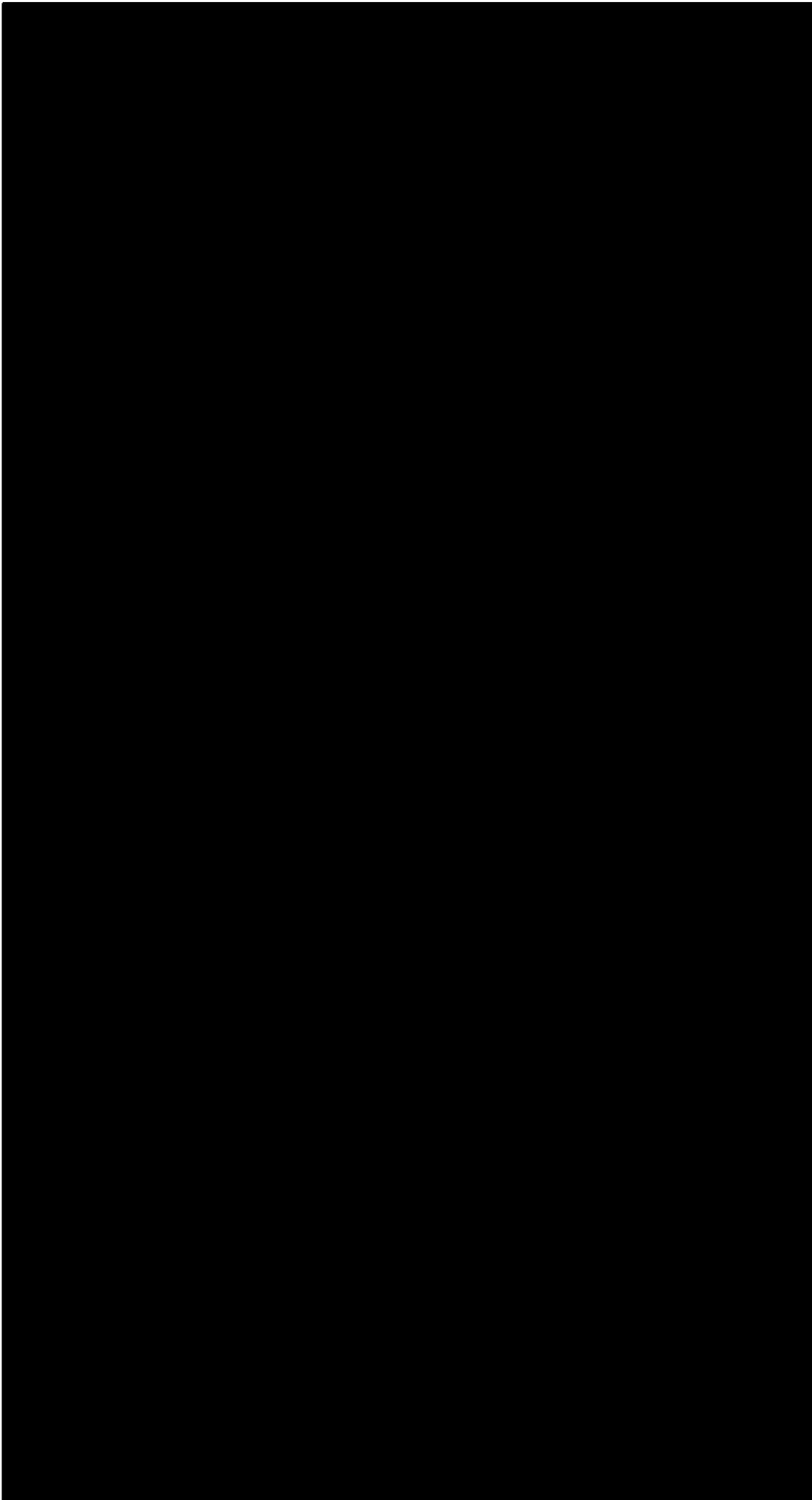


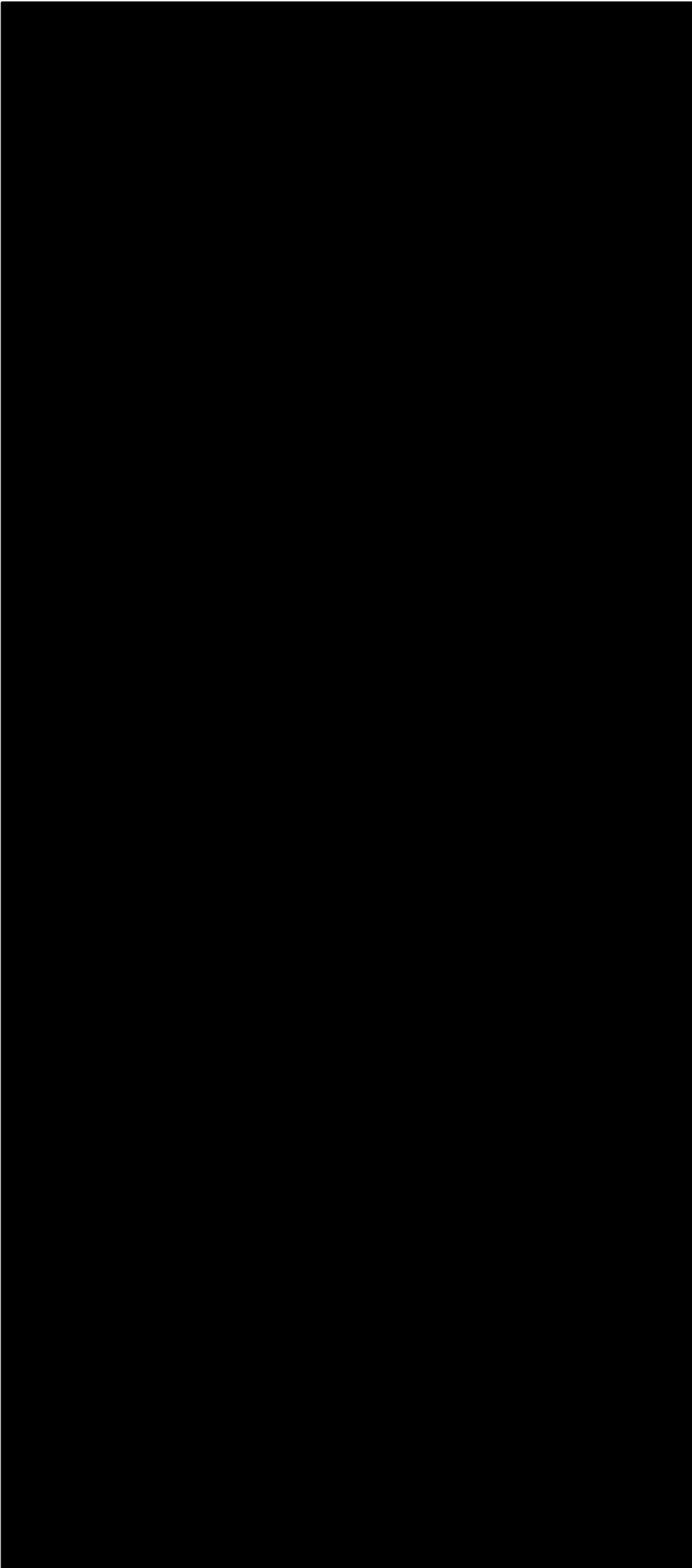


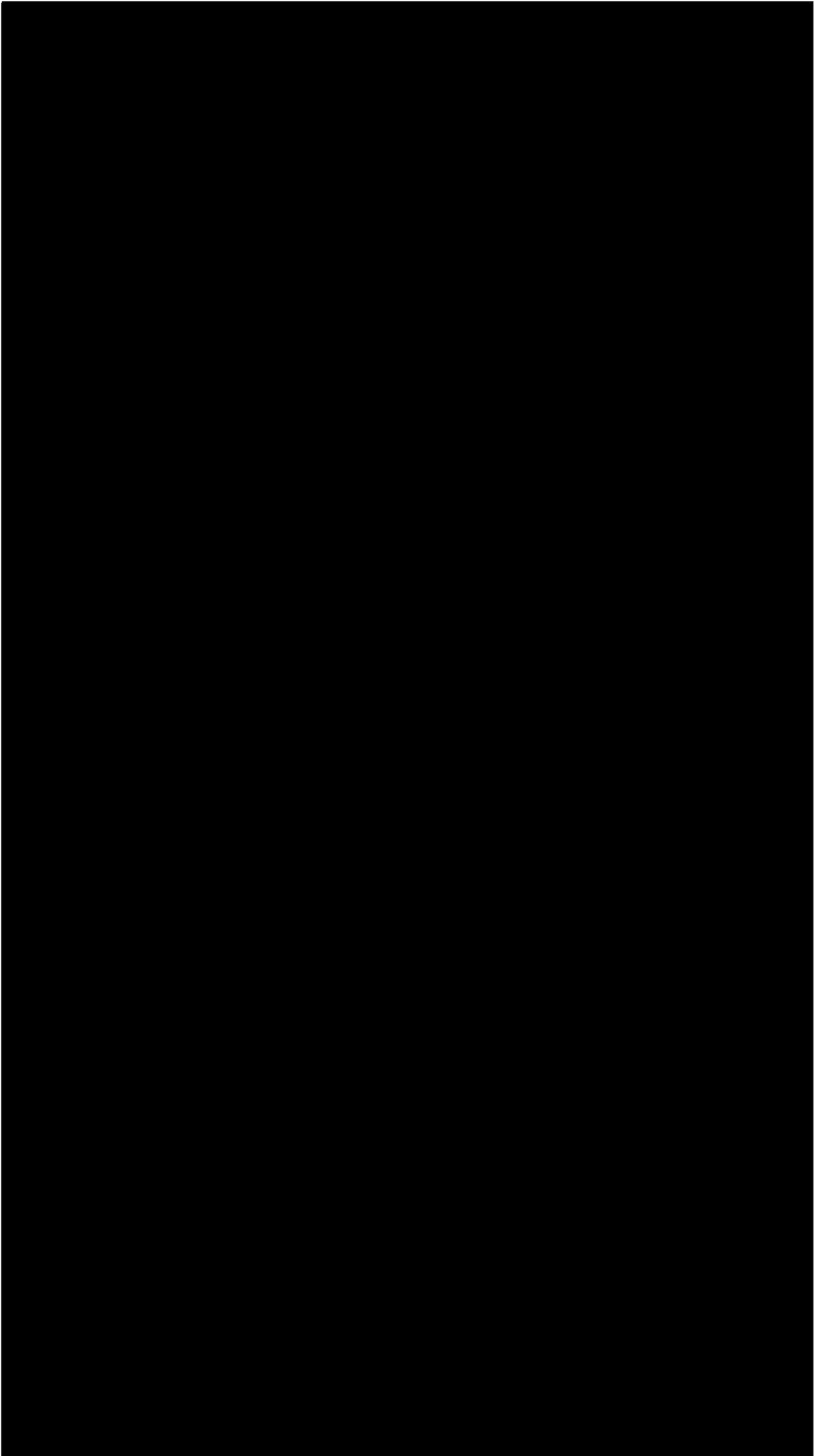


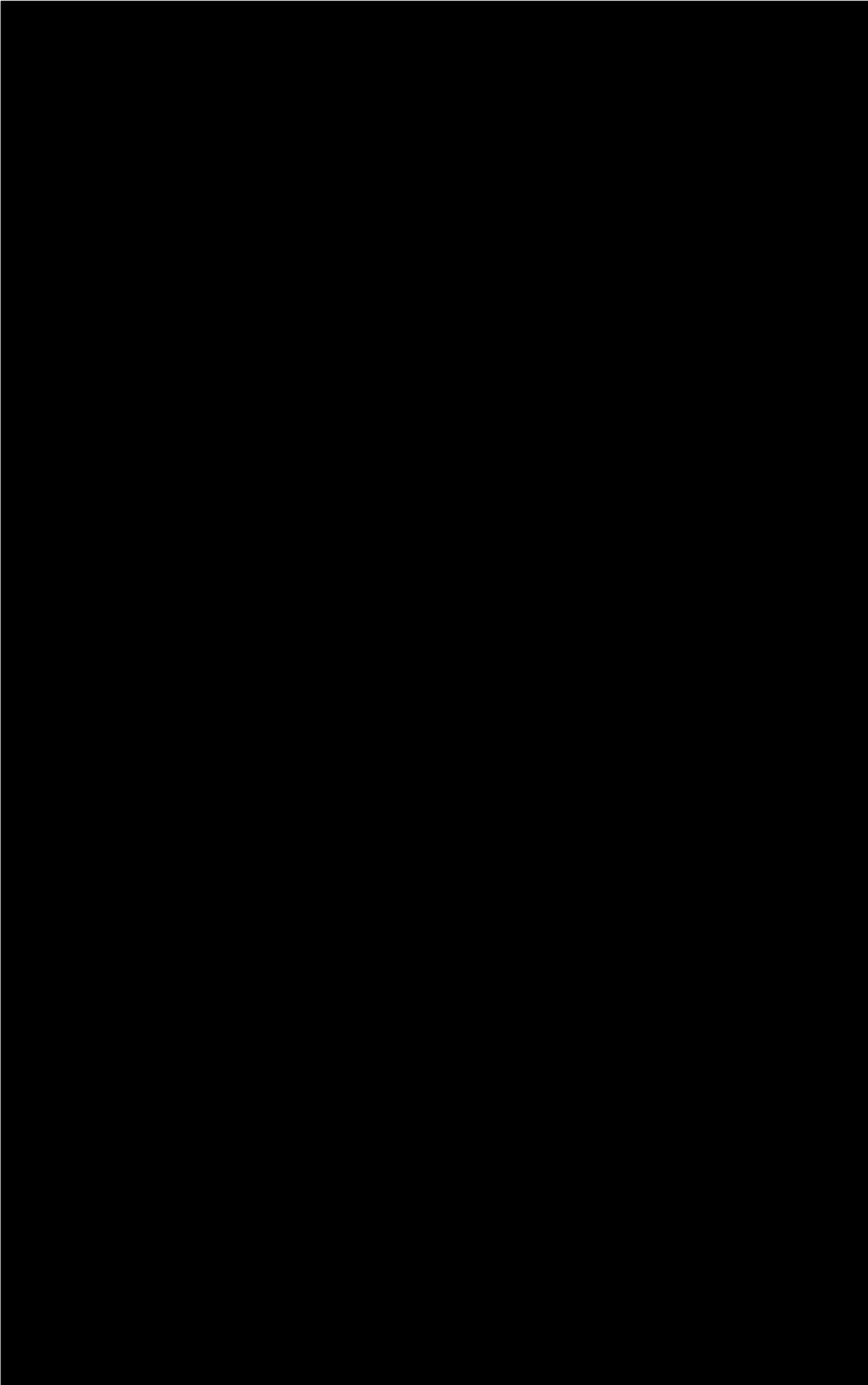


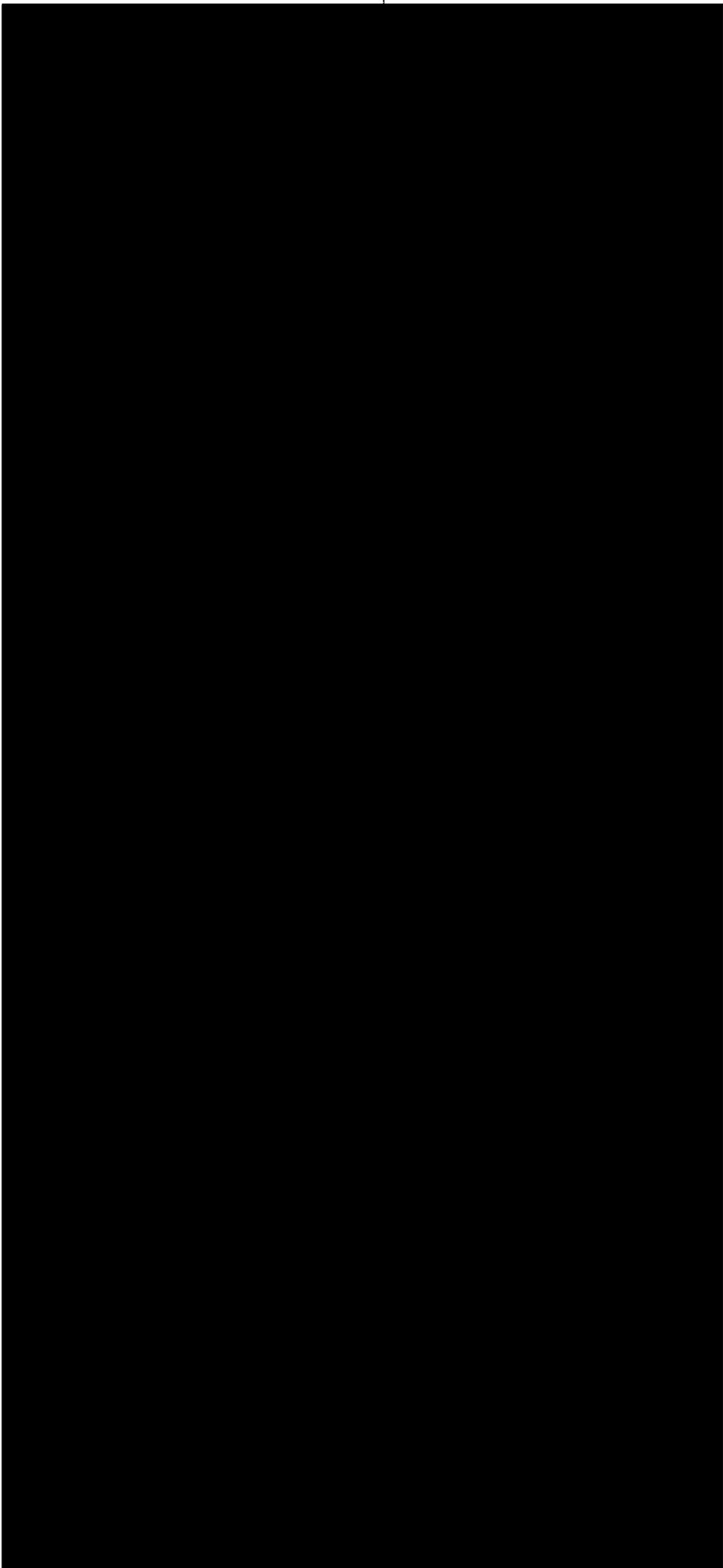


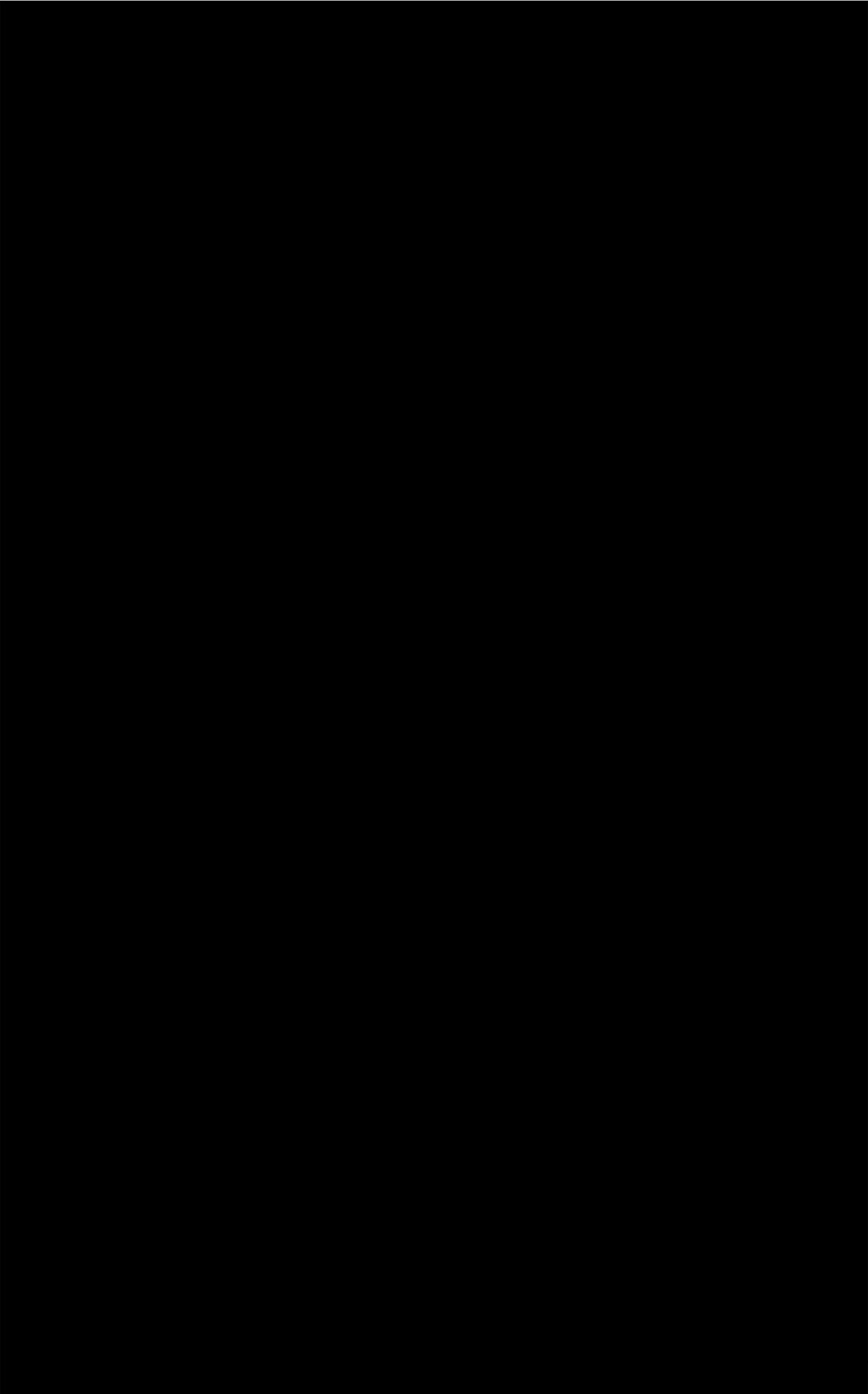


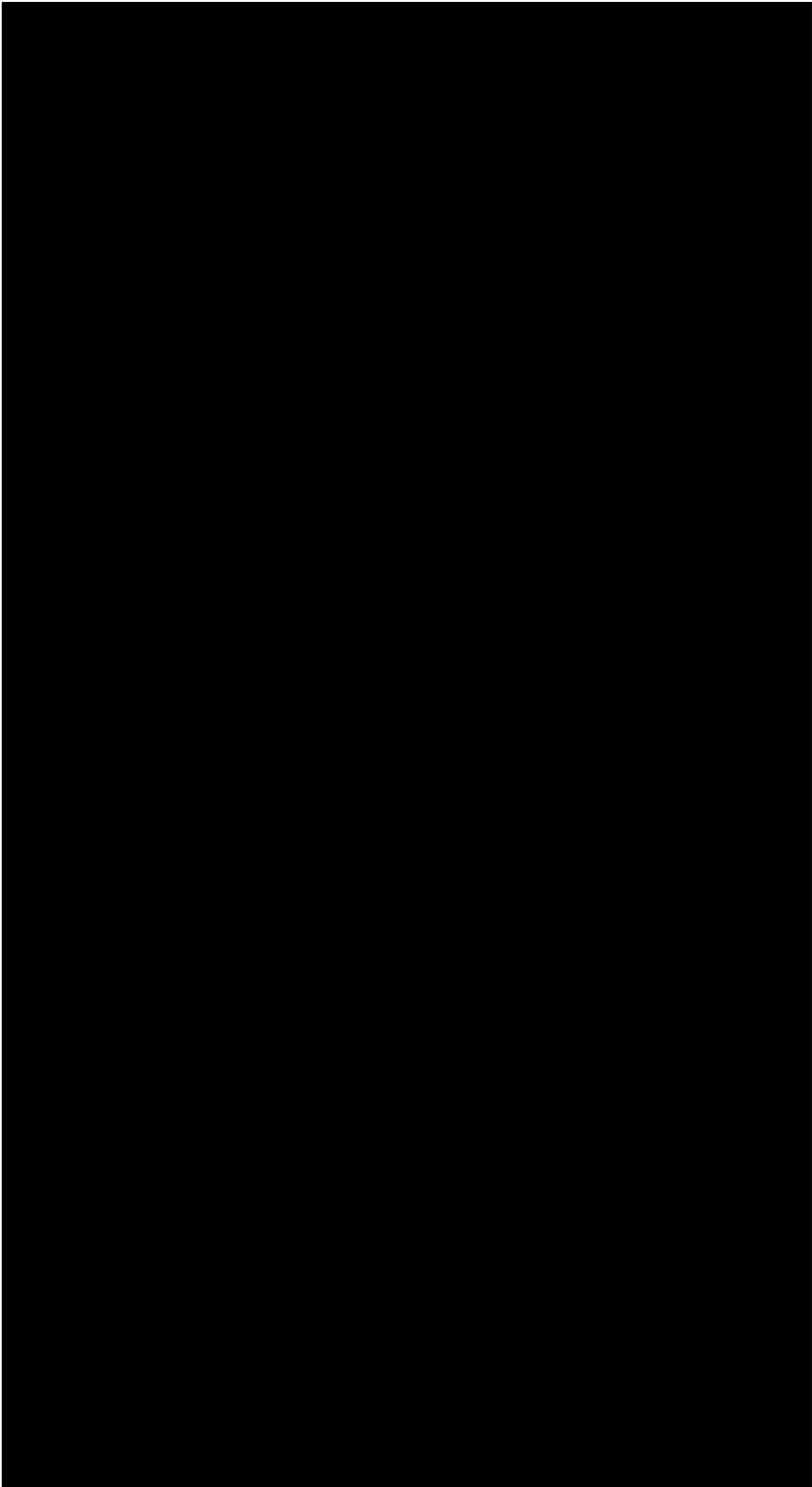


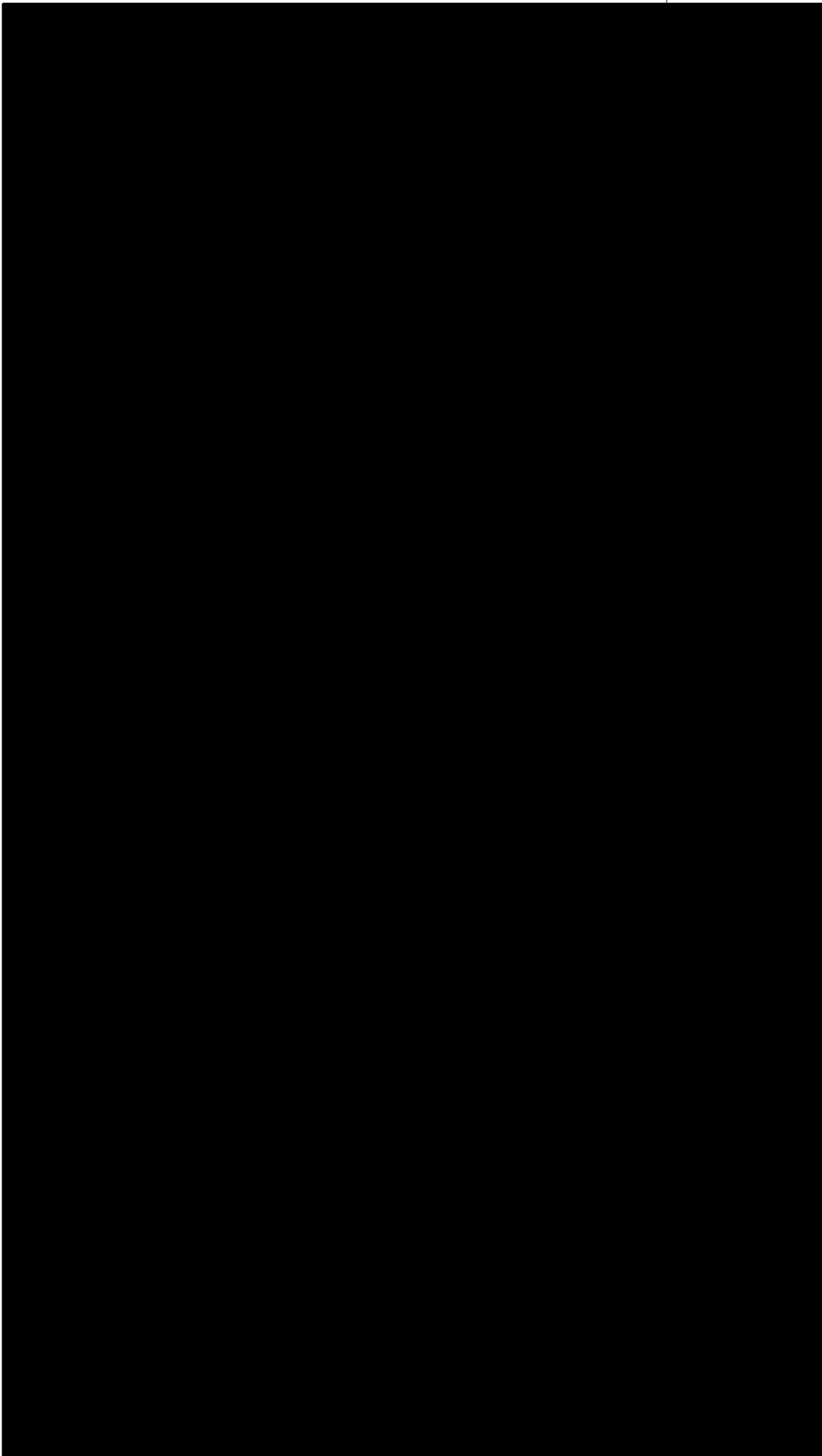


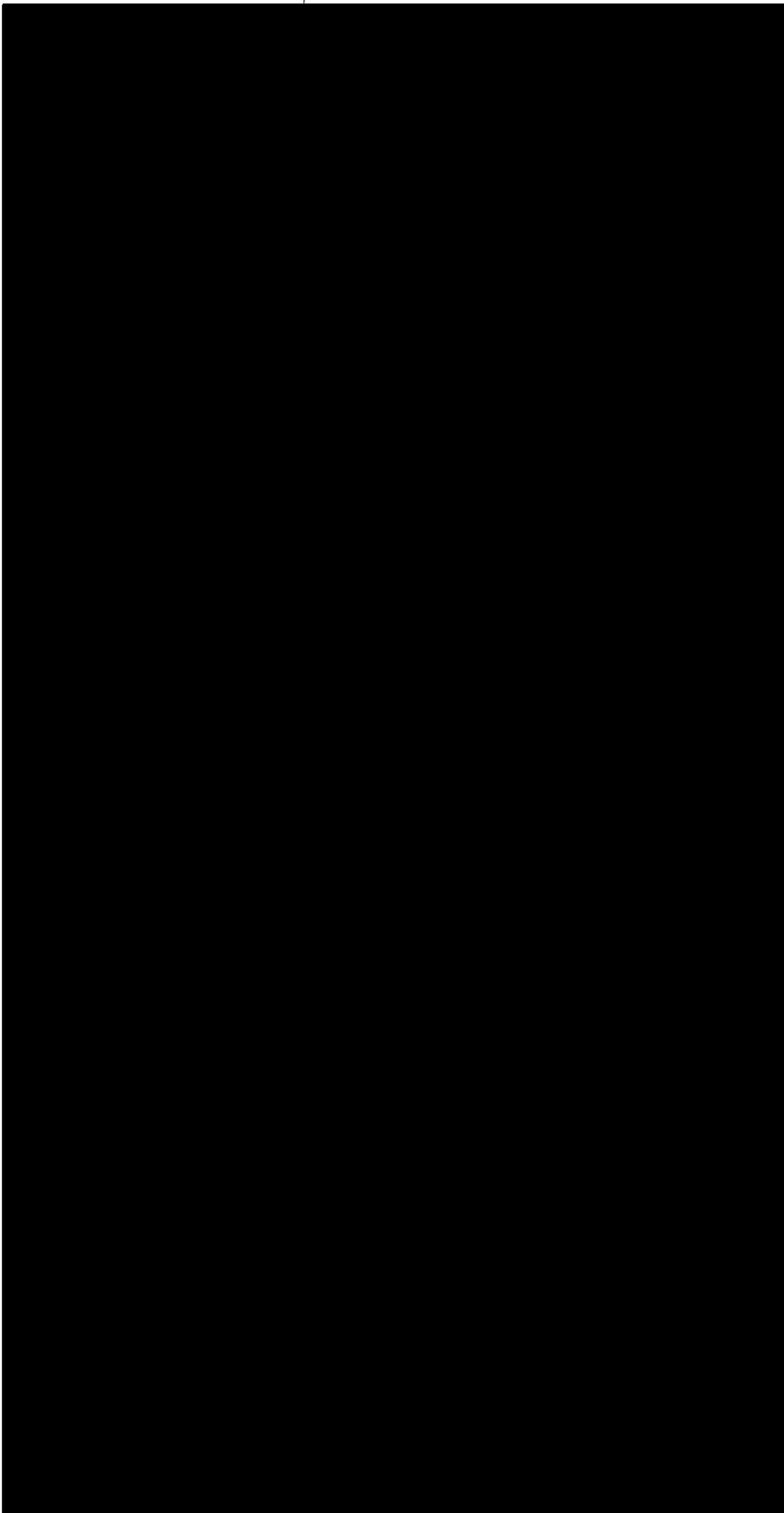


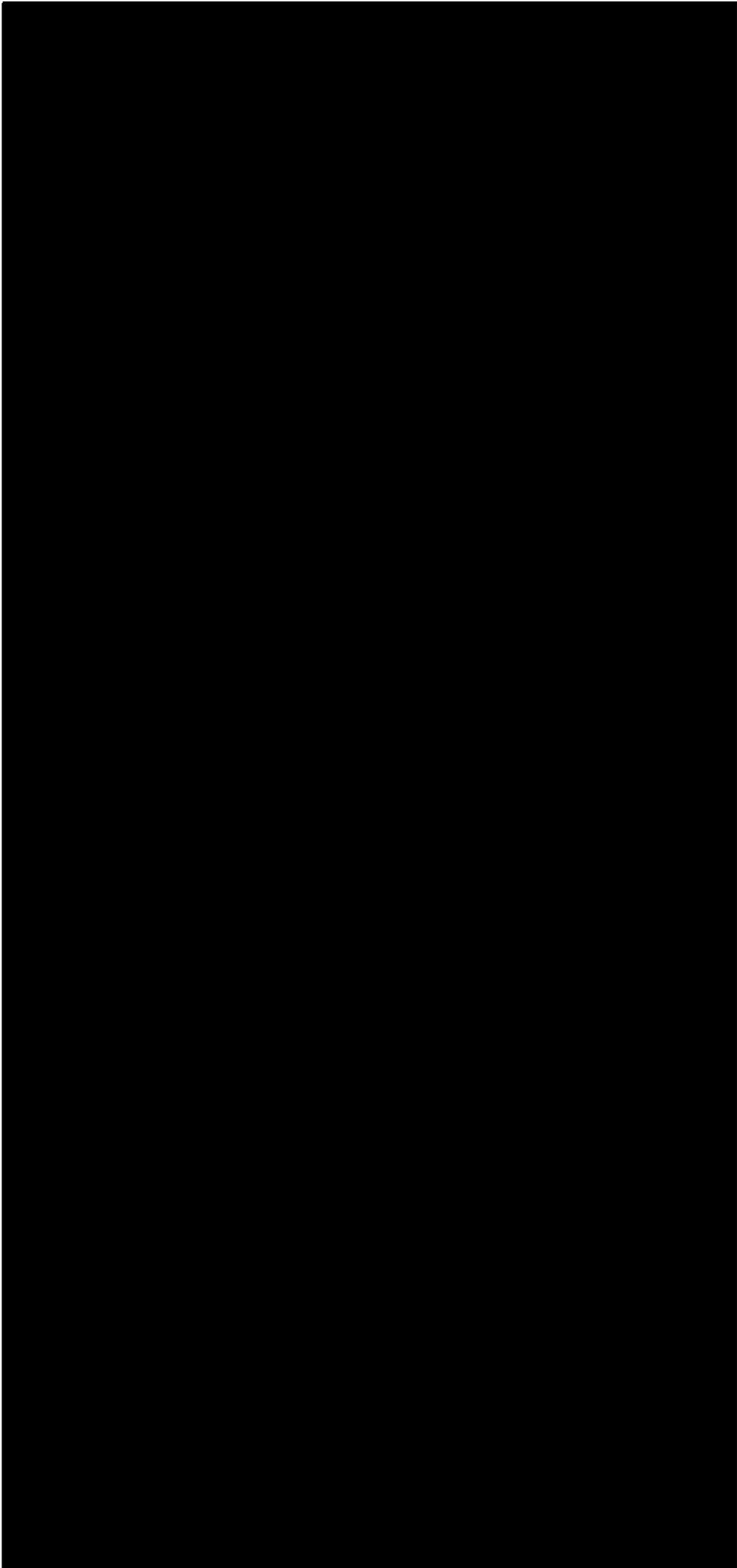


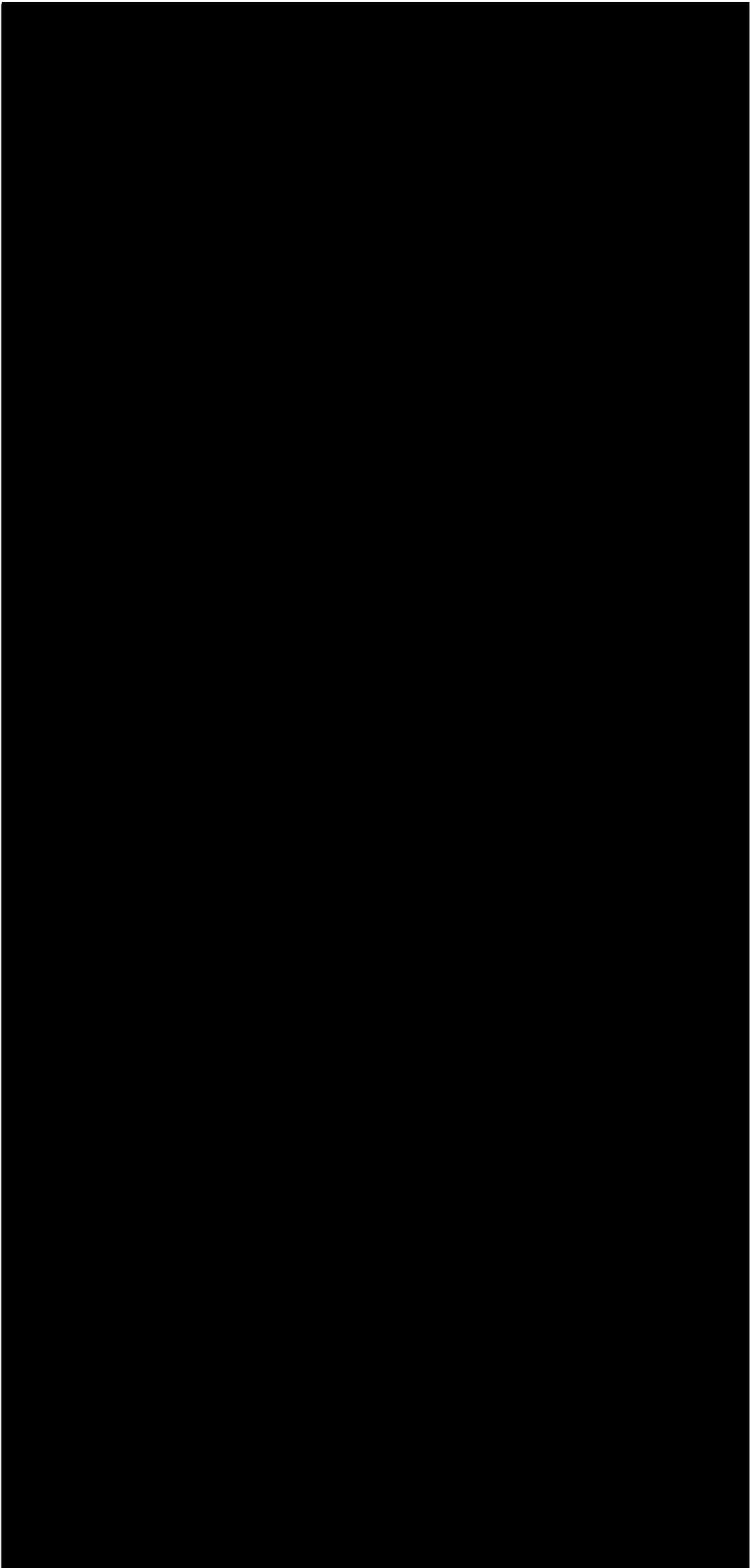


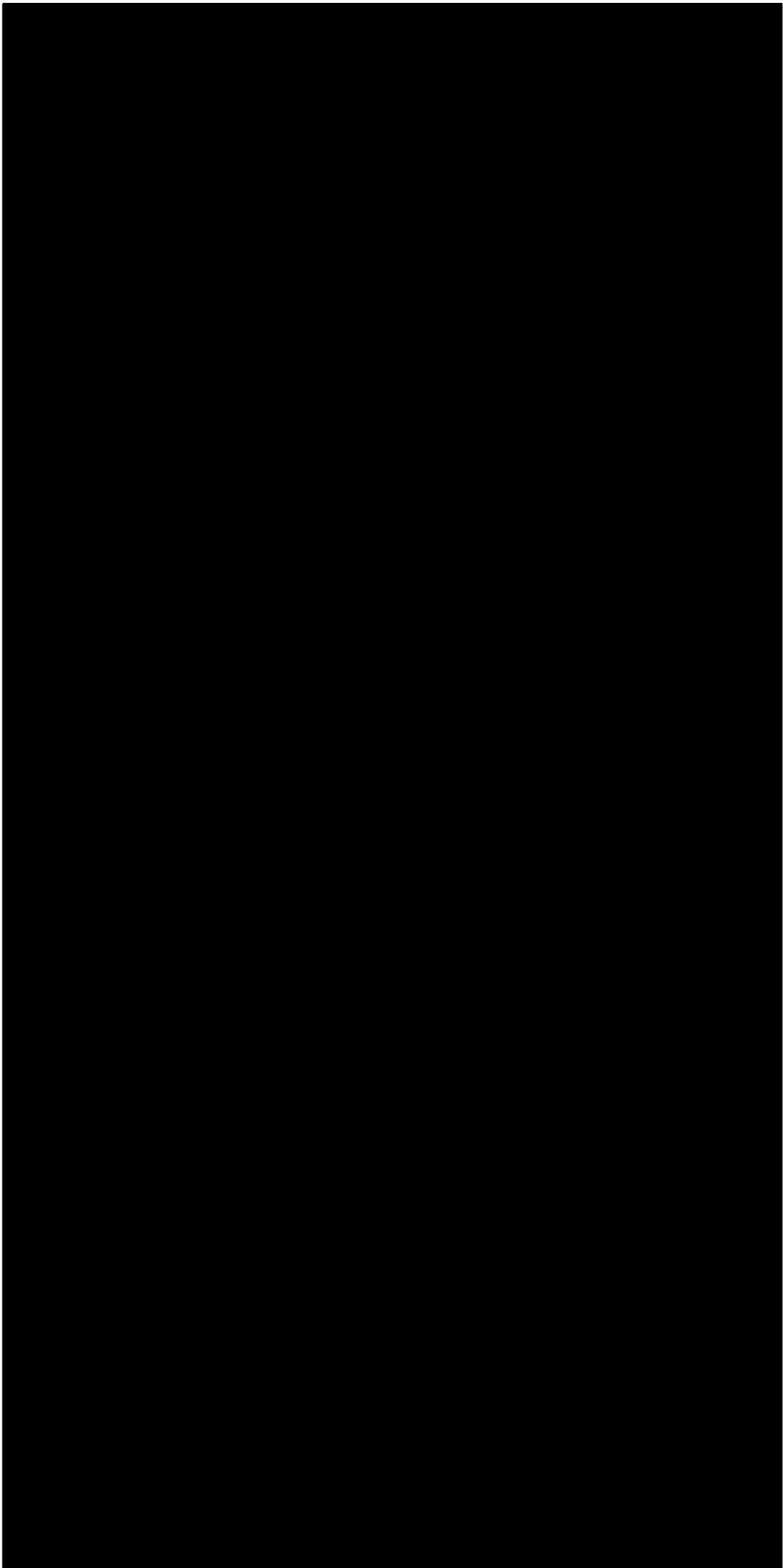


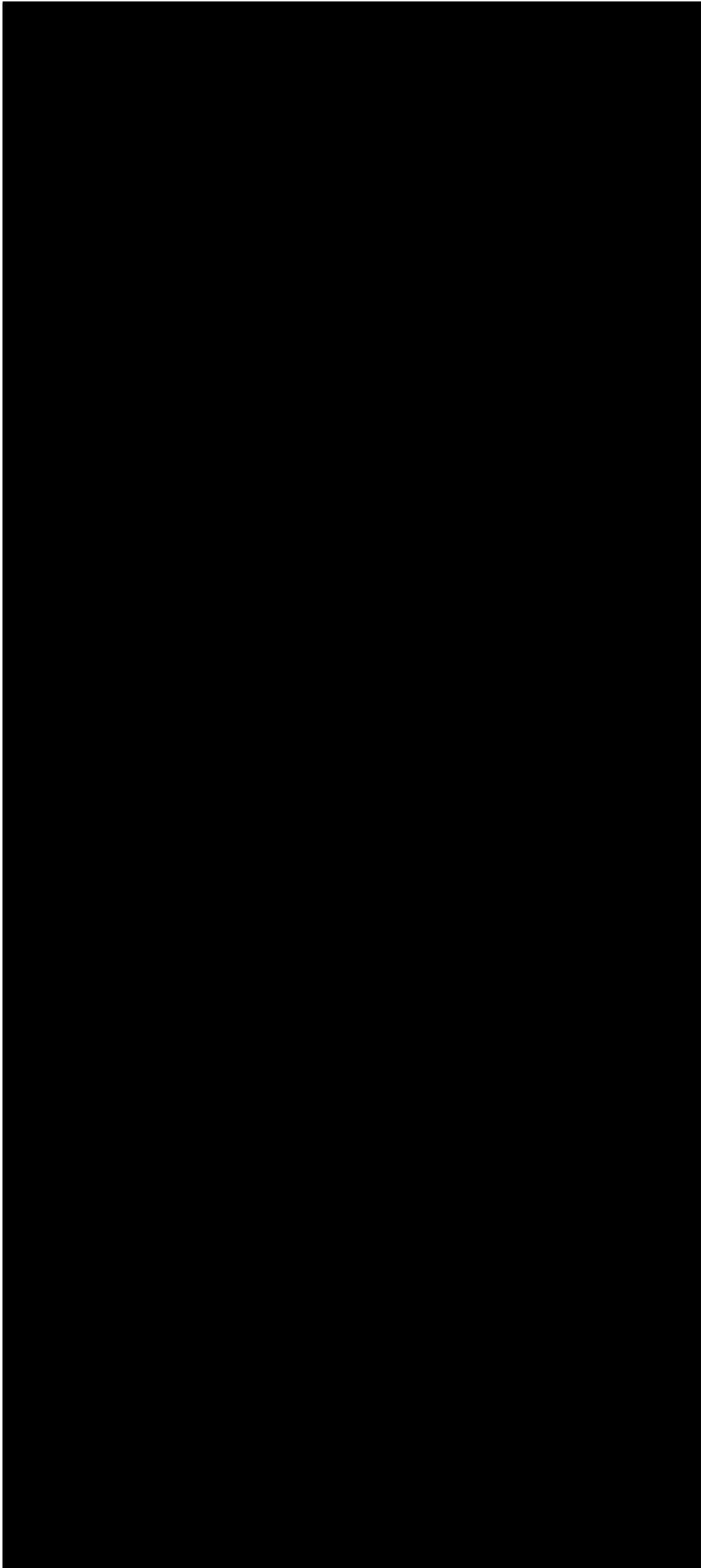


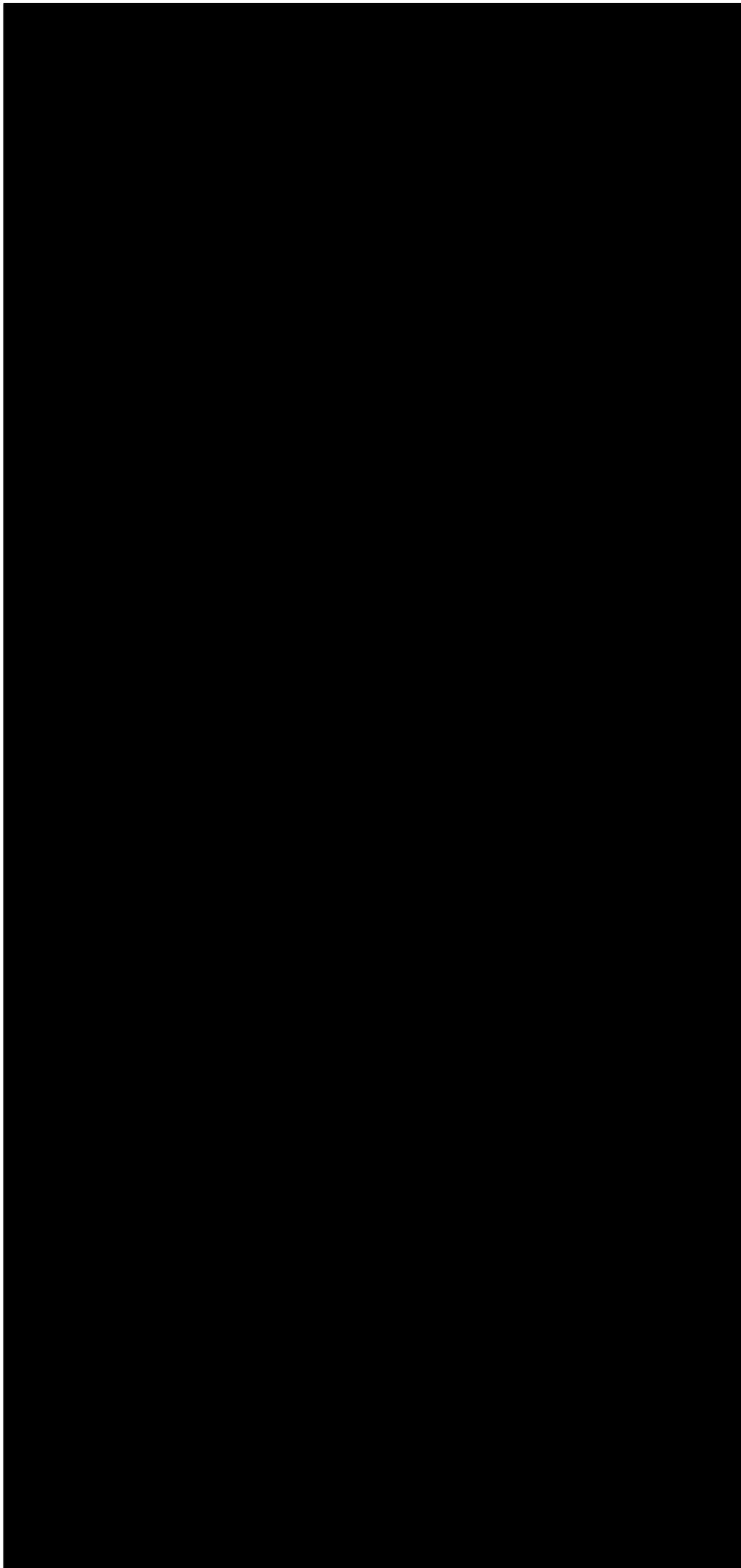


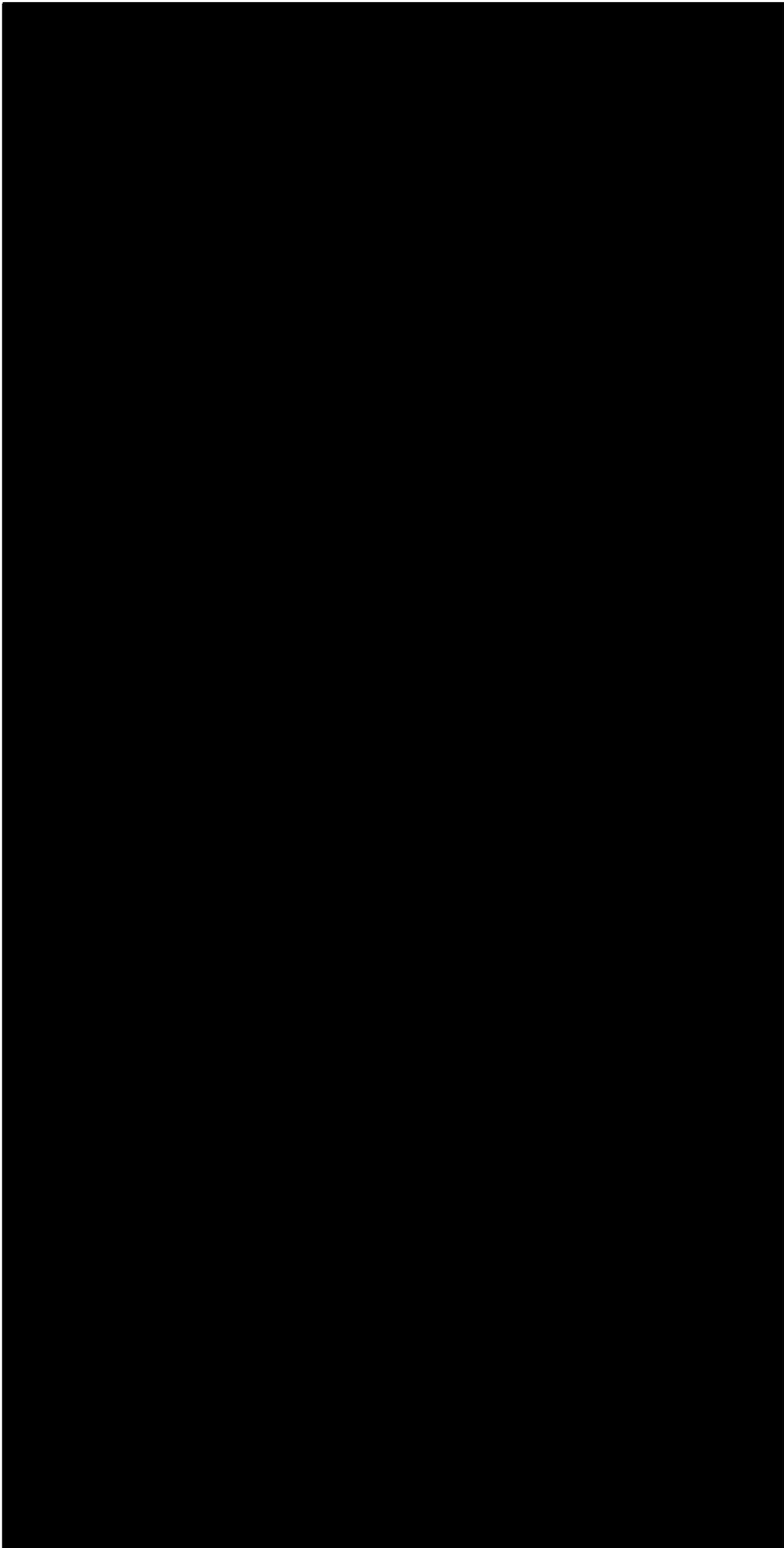


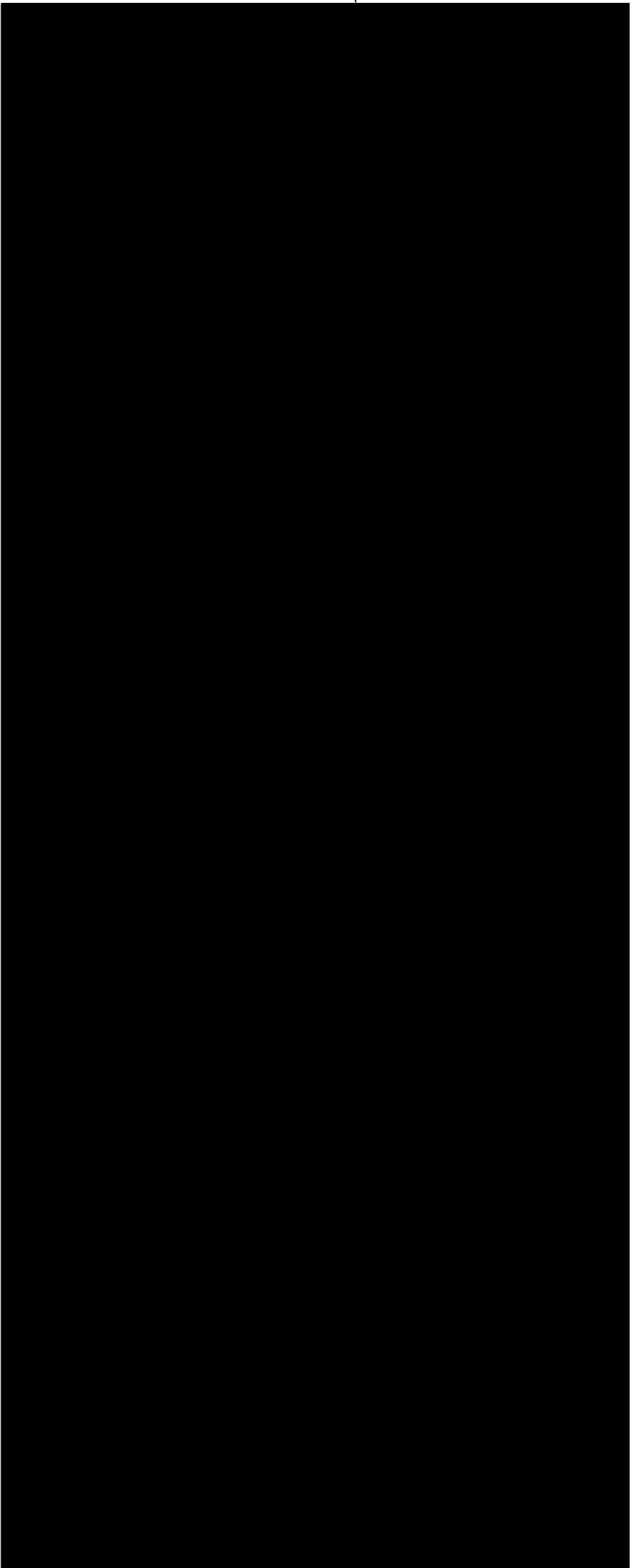


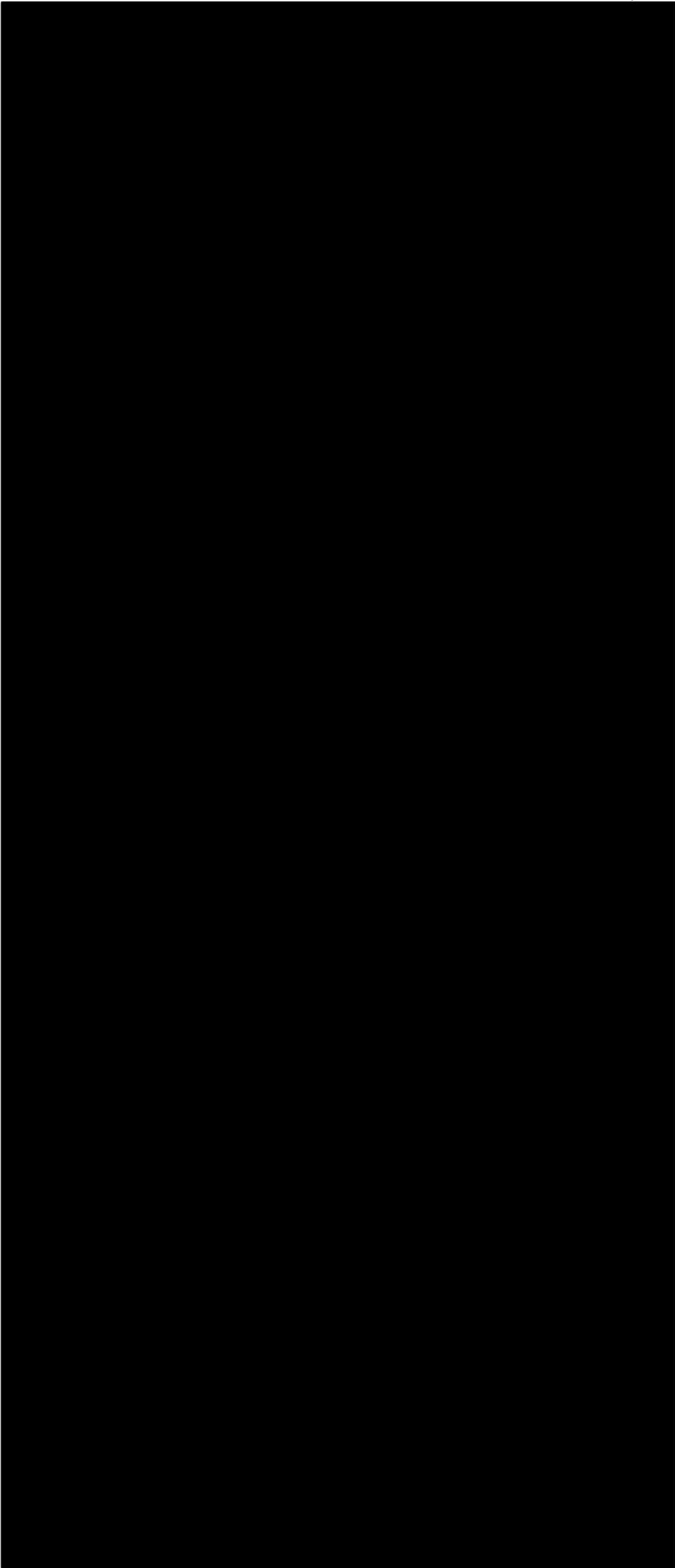


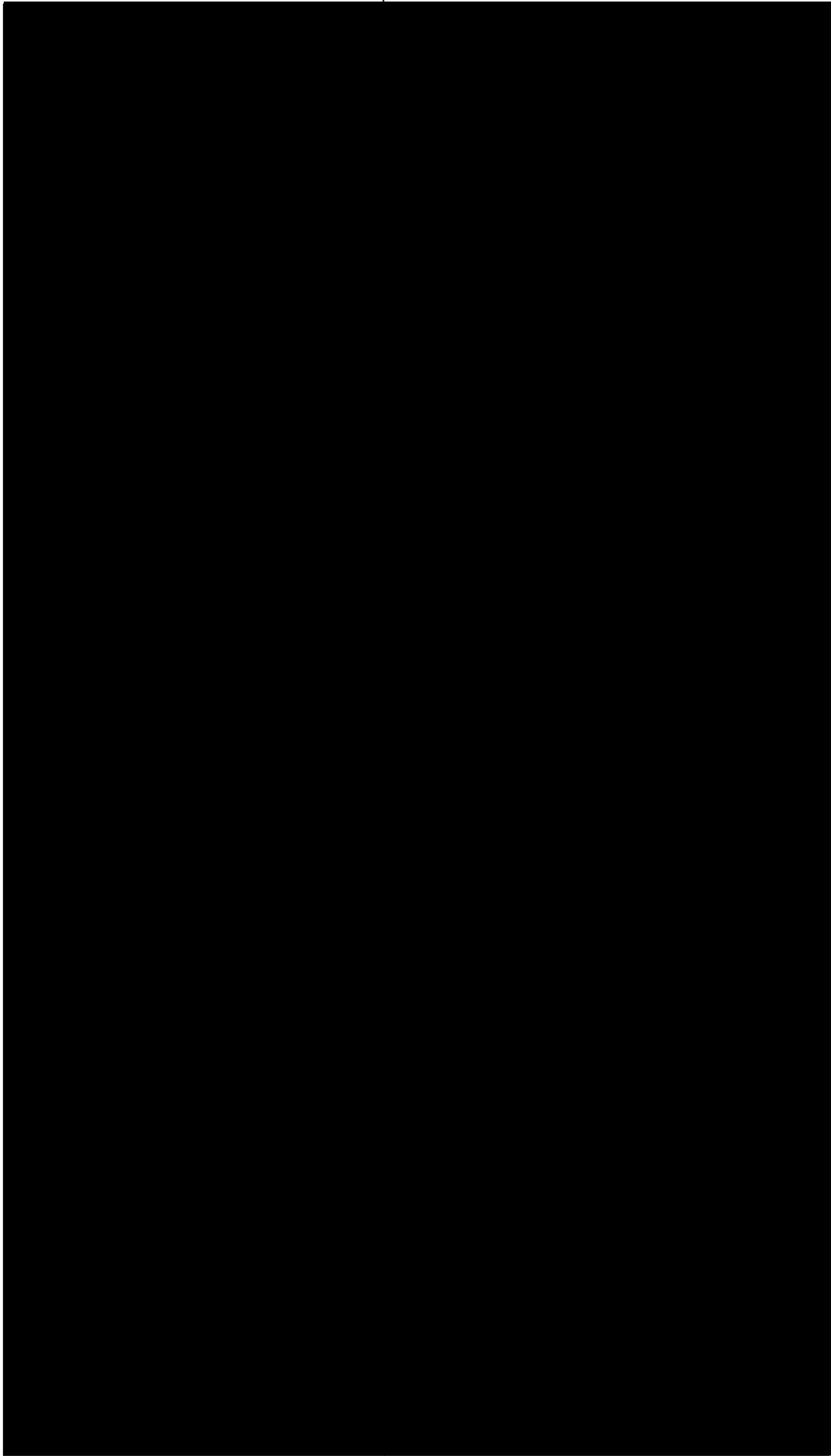


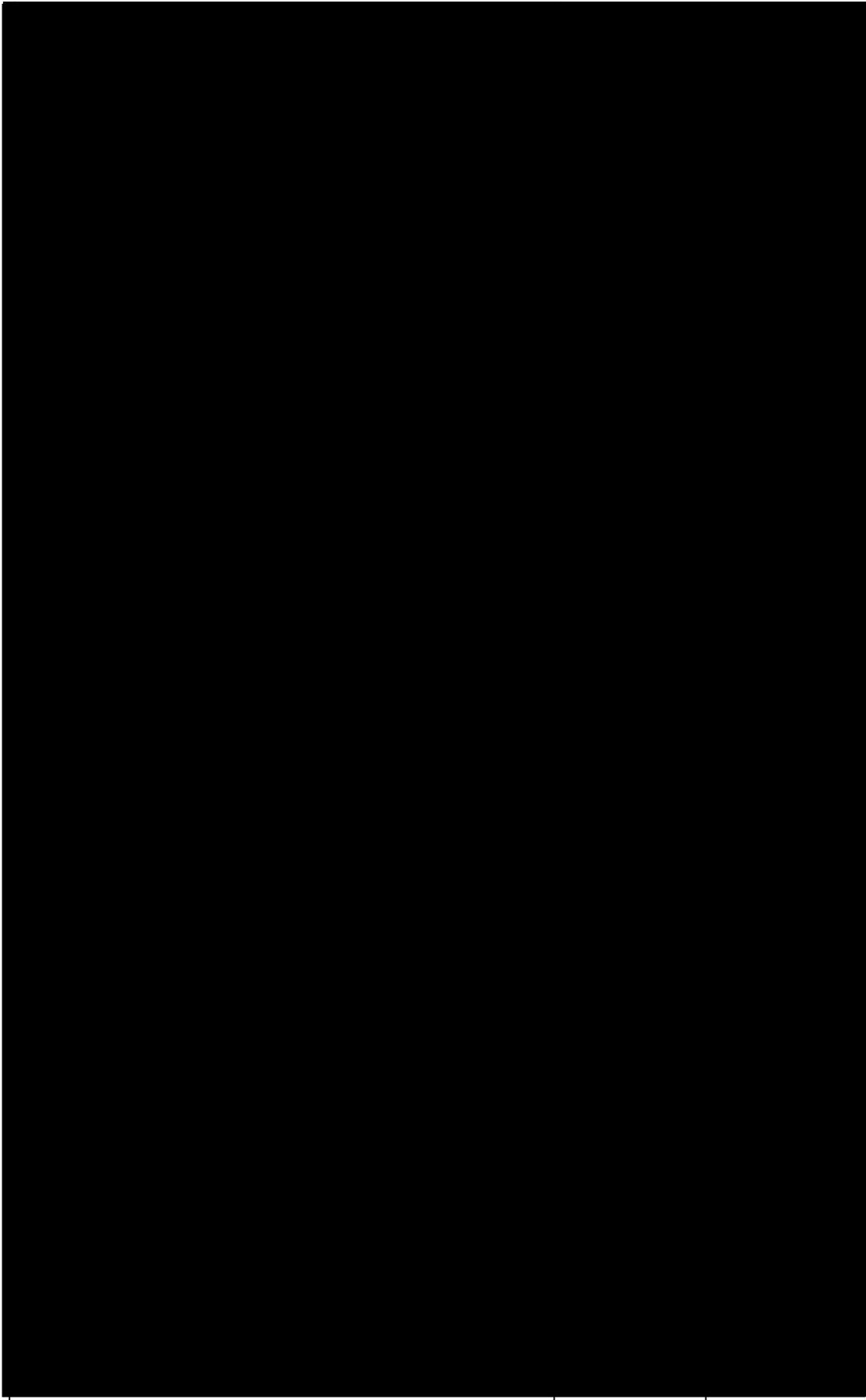


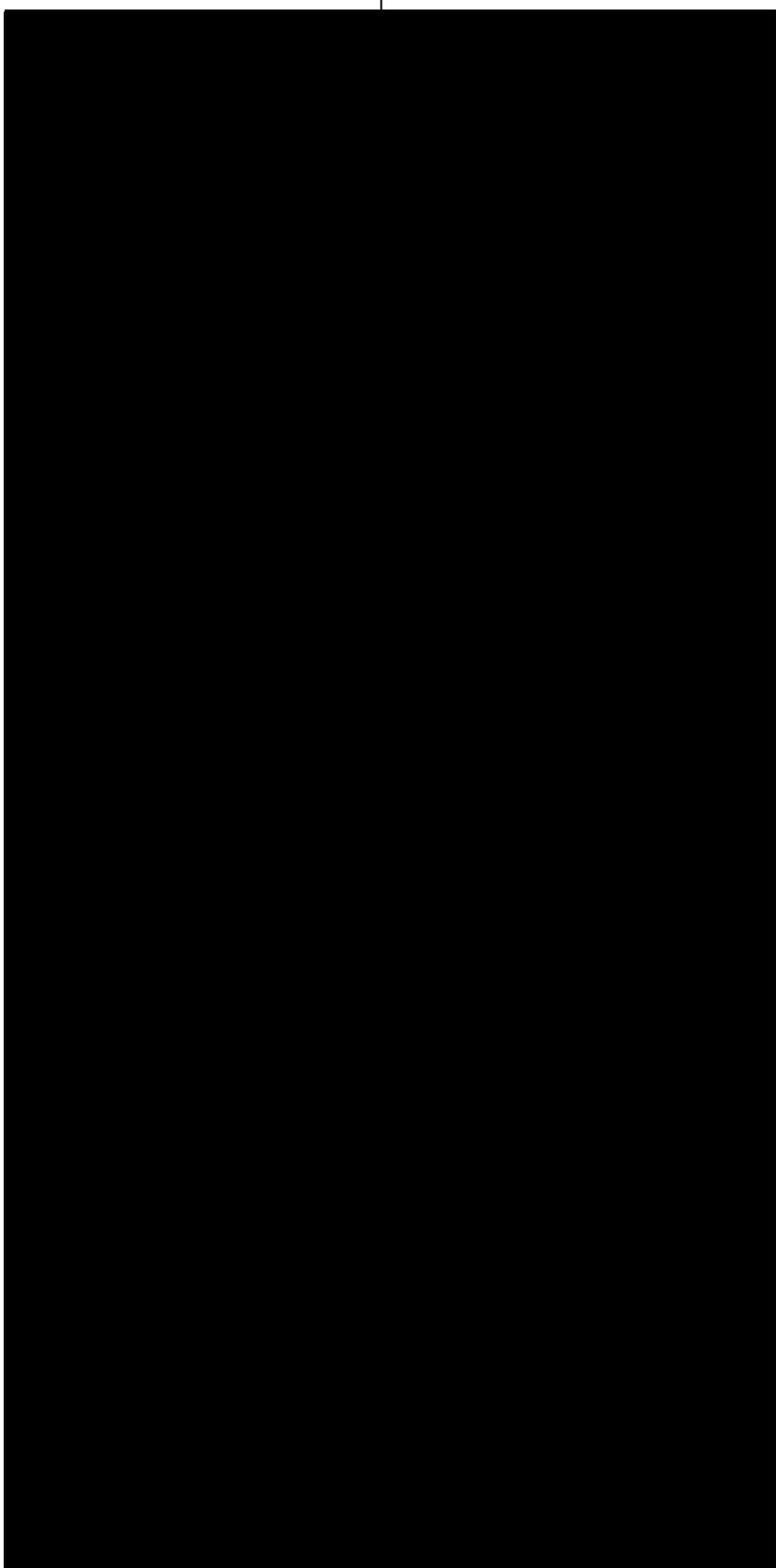


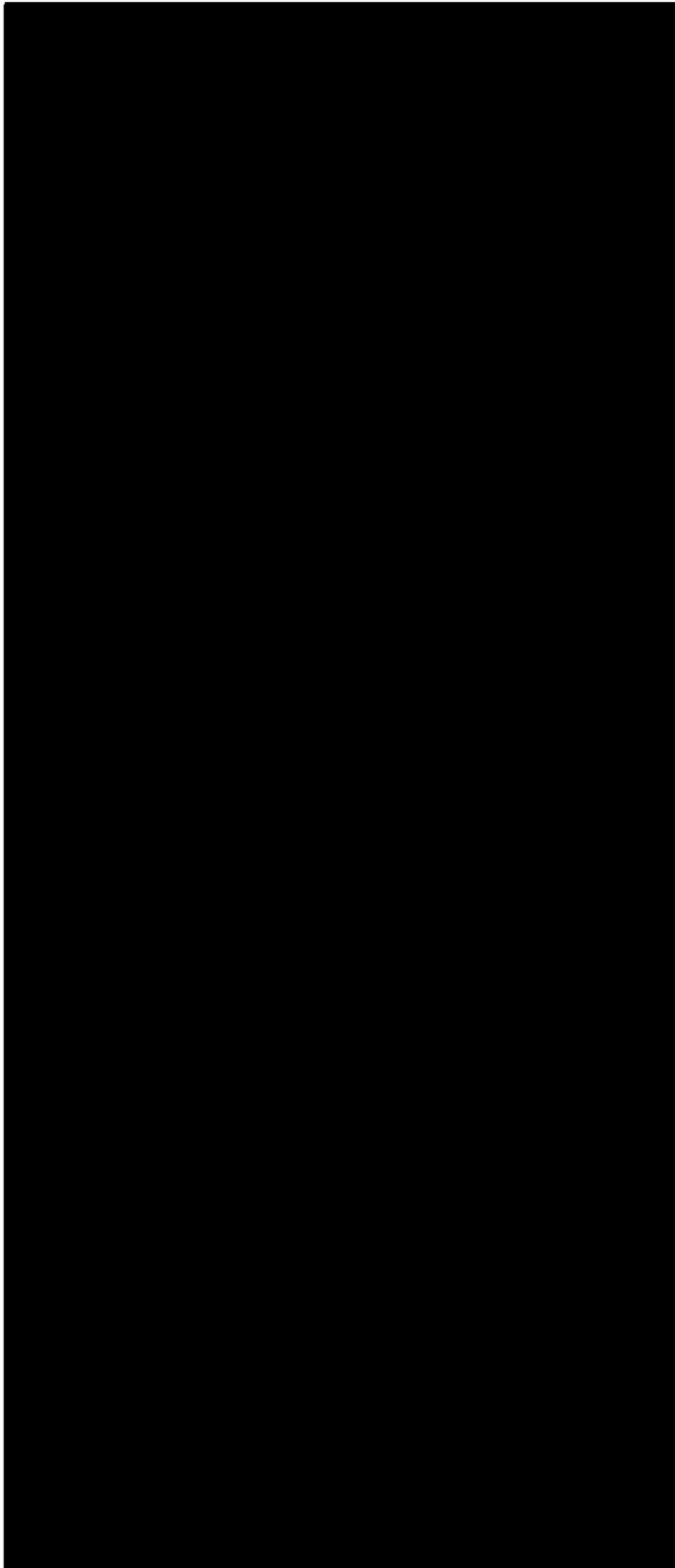


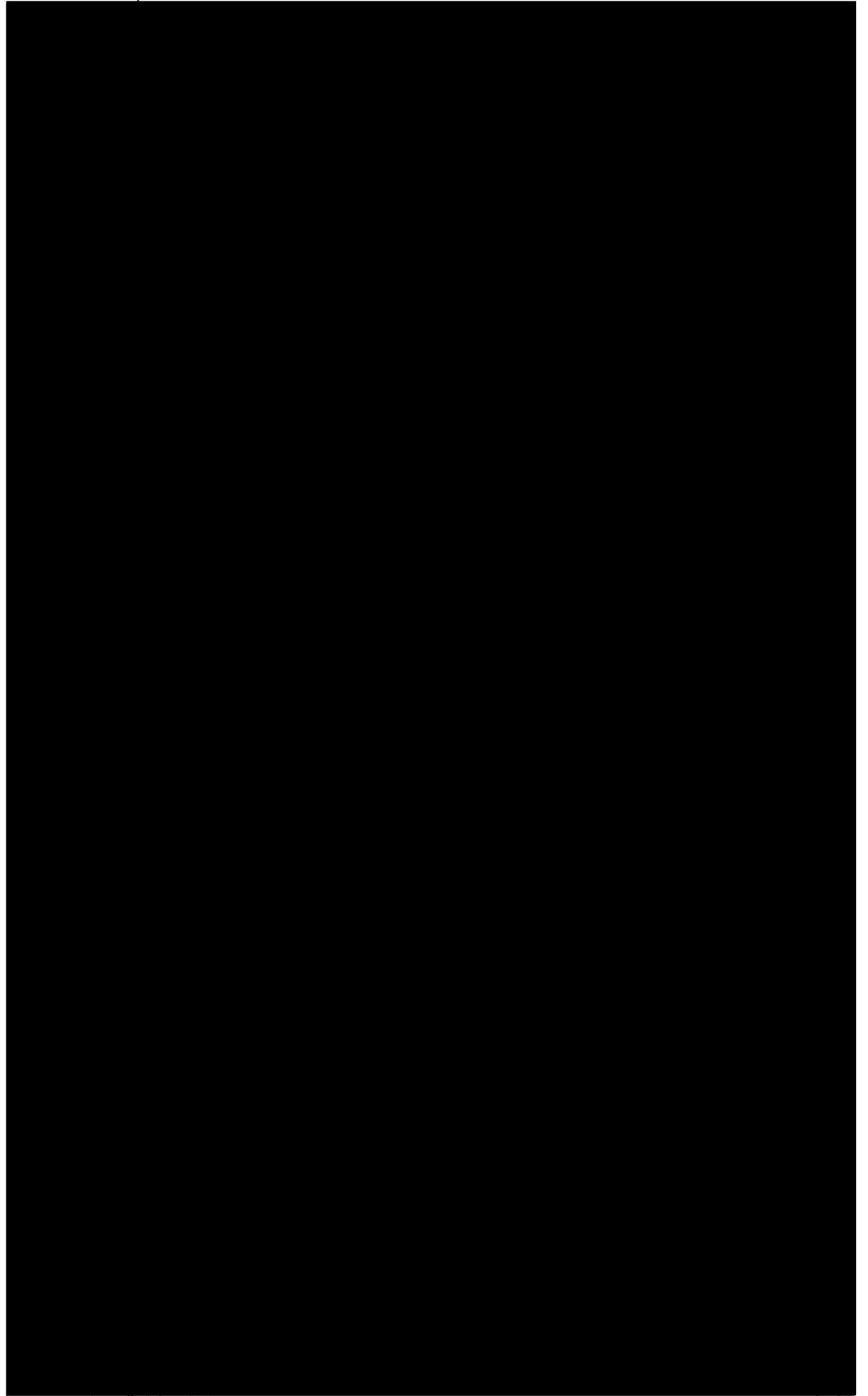


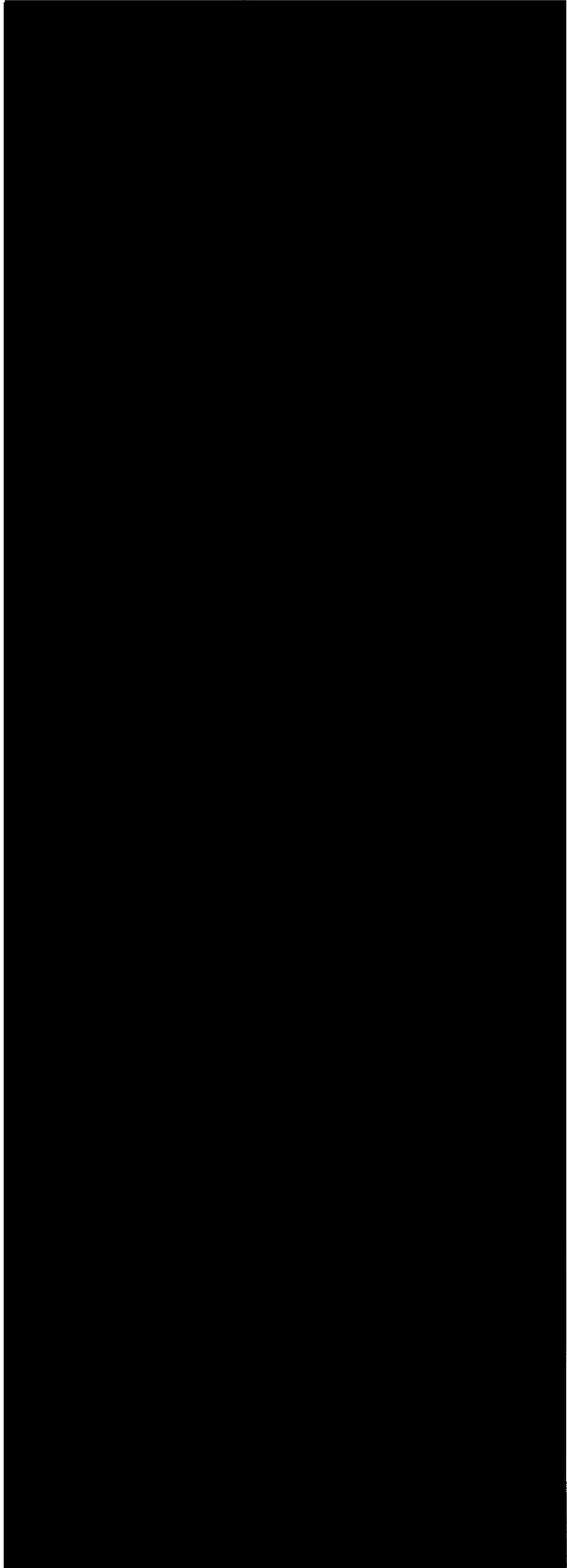


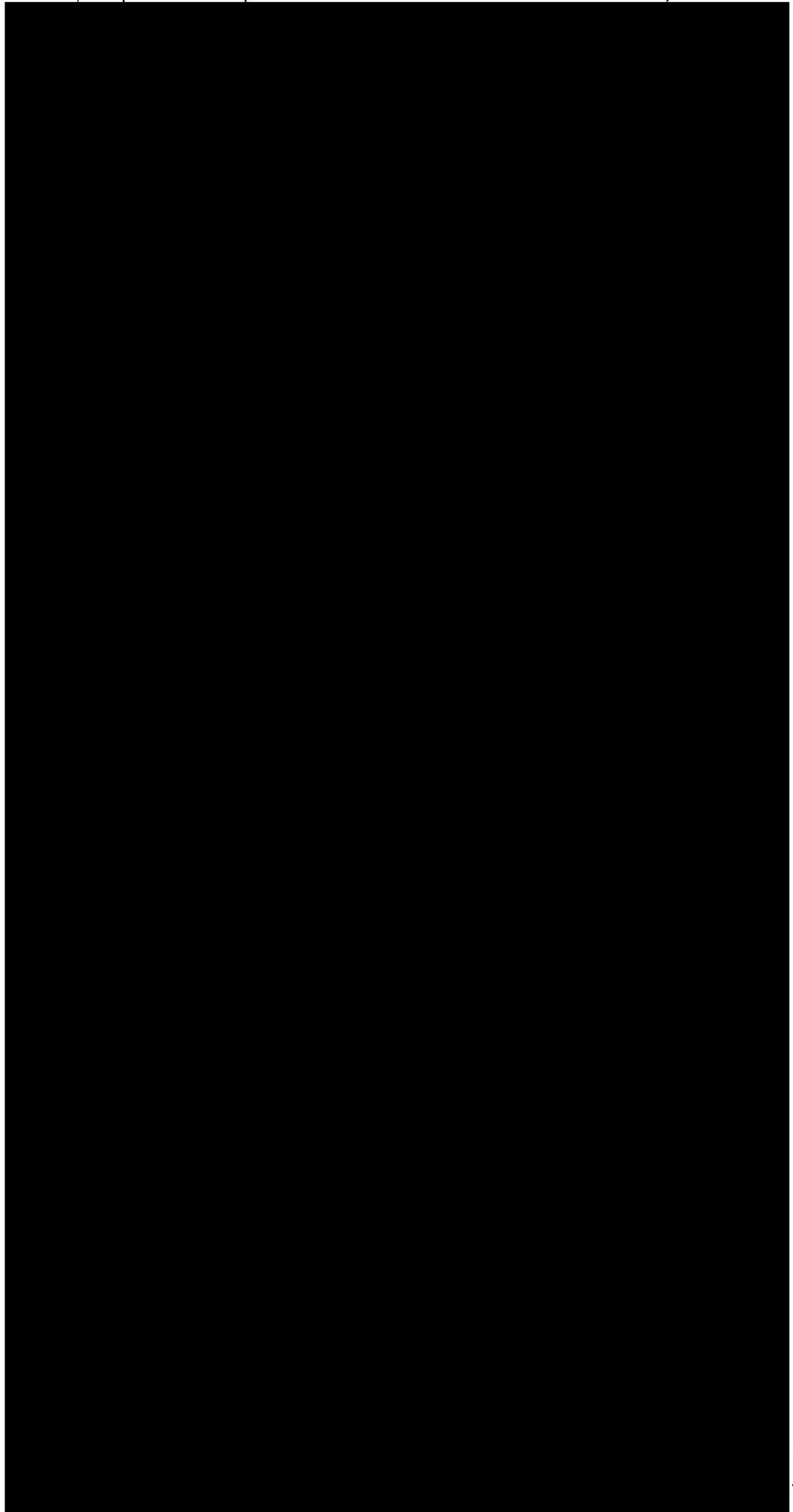












TAB 4

| | |
|----------------------|-------------------------|
| Made on behalf of: | Lana Tricker |
| Name of Witness: | Tony Nash |
| Position: | Consultant Investigator |
| Date Statement made: | 17/2/2019 |
| Court Reference: | |

SECOND WITNESS STATEMENT TONY NASH

I, Tony Nash will say as follows:

1. Following on from my statement dated 30th December 2018, I travelled to Glasgow and met [REDACTED] who provided a statement as to how Sophisticats is using Malware (Acint) to create illegal 'backlinks' from their domain. This illegal hack requires programming script to be embedded into the Sophisticats website coding, something that can only be done by Sophisticats. The backlink allows Sophisticats to gain unlawful access to unconnected organisations and companies (creating the backlink) which improves their own search engine optimisation (SEO) to the commercial detriment of competitors and causes damage to the unsuspecting organisations and companies. In this instance, the associated coding had deliberately been altered to font size zero to avoid detection. It is clear that hacked sites have been 'managed', dating back to 2014 and are not the subject of random programming (this activity is still a crime in action). I video recorded the process to ensure my understanding. I produce this as exhibit **TN/9**. I established contact with The City of London Police who stated that there was sufficient evidence to investigate and treat these actions as a criminal offence, but owing to the jurisdiction it needed to be investigated by The Metropolitan Police. In order to do this I was advised to report the matter via Action Fraud. This was so reported on 15th February 2019 with Action Fraud Crime reference NFRC190202800193.
2. On 12th February 2019 I met with [REDACTED] via a mutual associate [REDACTED]. We met at The Green Man PH near to Great Portland Street Underground Station. I explained I was investigating whether any SEVL club owners were undermining their competitor's licences and businesses through unregulated covert visits. I also asked whether those visits were contrived to capture evidence of misbehaviour by third parties that could have been planned and arranged by a hostile club's owners. I asked him about his visit to Platinum Lace in 2016. He stated he had conducted the covert work there and at The Windmill but declined to reveal who had instructed him. When pushed he stated all he could say was that the person instructing was not involved with owning or running a club. [REDACTED] stated that he knew of [REDACTED].
3. A search on [REDACTED] reveals a hit on the site [REDACTED] where she is also shown as [REDACTED]. I produce a screen shot as **Exhibit TN/10**.

4. In a journalistic interview ██████████ explains she wrote the song Empire with ██████████ in Provence. I produce this at Exhibit TN/11
5. When sent a picture of ██████████ confirmed this was in fact ██████████ is simply her performance name. In a similar way that actors have a character name (Daniel Craig = James Bond).
6. ██████████
7. ██████████ has stated that ██████████ was provided wages through the Sophisticats payroll although she was never an employee. The money was returned in cash. This was to enable her to obtain a mortgage. This is still being investigated.
8. The 'text message chain' provided by ██████████ indicates that ██████████ was nervous about making a complaint. This appears to pre-date any visit and therefore suggests an outcome had been arrived at before any visit.
9. I was made aware that ██████████ from Sophisticats had started legal proceedings against ██████████ and others claiming defamation conspiracy. One of those named was ██████████. On 17th December 2018 I spoke with ██████████ (alone) and obtained a statement from him in relation to the circumstances of his visit to London, and specifically to Sophisticats. He stated that the complaint he made in relation to his experience in Sophisticats was entirely true. Following his complaint, he then received a letter from Brook Martin & Co Solicitors (on behalf of Sophisticats) that he felt was threatening; this was compounded by the fact the letter was delivered by two men from London in person whom he also found intimidating. ██████████ was disappointed as he made the complaint in an anonymous capacity. Following correspondence with Brook Martin & Co ██████████ withdrew his complaint believing he had entered into an agreement with them. He further stated that he had worked at the Glasgow venue of Platinum Lace from mid-June 2011 until December 2012 before changing careers. Of ██████████ he stated he only knew of him in a professional capacity and did not know him personally. He had seen him at the club whilst he worked there albeit on only one or two occasions. He had not seen nor heard from ██████████ since that time. ██████████ stated that his entire trip to London (something he did about three times a year), was self-funded and had absolutely nothing to do with ██████████
10. On 16th February 2019 two undercover employees of ██████████ were instructed to go to the area around the Windmill Club to investigate evidence of 'touting' and whether rickshaw drivers would approach them with a view to taking them to any other strip club. At just before 10pm they were approached by a man who later called himself 'Victor'. He told them that The Windmill was for tourists. He then recommended Sophisticats before a small number of other similar venues. Initially he stated that the ride would be £5-£10 but offered to waive this as the club was nearby. He claimed the club would pay him about £10 for taking them there. He also explained that the entrance fee was £20 each although he offered to wait outside. This pick-up and

journey along with the conversation were recorded on a phone. I produce a copy of this recording as TN/12.

11. Whilst my remit is to establish what has happened in respect of the objections to the SEVL for Platinum Lace, Coventry Street over the years and if any crimes have been committed and the motivation behind any such incidents but the evidence gathered also fits into other licencing requirements. The criminal investigations continue.

12. I am satisfied that my views in the initial deposition still hold true.

13. It is disturbing that a number of individuals connected with the objections to the renewal of the Platinum Lace Licence are being less than truthful or transparent.

- [REDACTED] She is a business associate of [REDACTED] and [REDACTED]
- The latest objection (2018 SEVL renewal) appears to be a cut and paste from a similar complaint against the Windmill. The Platinum Lace complaint was affected by [REDACTED] states he had nothing to do with this visit but his name appears as the source on a document submitted to WCC.
- If [REDACTED] had honest held concerns or evidence that Platinum Lace was breaching licence conditions they have never revealed they are behind any of the objections. They have simply used third parties.
- It appears to me that those involved in the last three complaints against the SEVL licence for Platinum Lace (Coventry Street) have not been completely truthful and evidence is growing to support that there is a sustained [REDACTED] conspiracy to damage the Platinum Lace licence and business.

[REDACTED]
Tony Nash
Investigation Consultant

EXHIBIT TN/9
TO SECOND WITNESS STATEMENT
OF TONY NASH

- FOOTAGE-

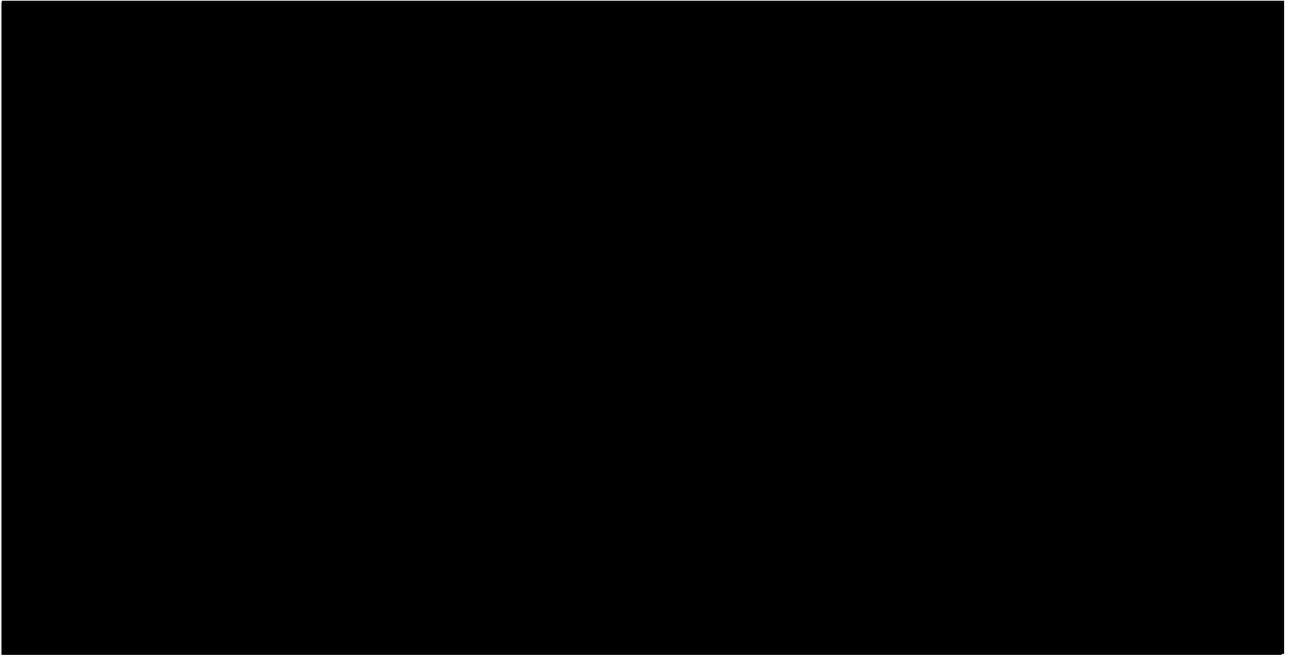


EXHIBIT TN 11

As pouting minx [REDACTED] looked like she could do no wrong. Picked up by [REDACTED] the band enjoyed critical and commercial success with songs like [REDACTED] and [REDACTED]
[REDACTED]

Their music featured on top US shows like *Gossip Girl* and [REDACTED] found herself in demand as a songwriter, penning tunes for the likes of [REDACTED]
[REDACTED]

But then heart-break, the sudden death of a friend and her split from the band were to leave her label-less, crippled by self doubt and, by her own admission, in a very dark place for three years, before her recent re-emergence with the **New Pharaohs**.

[REDACTED] caught up with [REDACTED] on the release of debut single [REDACTED] a hymn to her homeland of [REDACTED] which was partially inspired by the refugee crisis in Syria and its echoes of the strife [REDACTED]
[REDACTED]

to leave her label-less, crippled by self doubt and, by her own admission, in a very dark place for three years, before her recent re-emergence with the New Pharaohs.

caught up with on the release of debut single a hymn to her homeland of which was partially inspired by the refugee crisis in Syria and its echoes of the strife

feels more polished with a bigger production than some of your work with
 Was this a conscious decision

Absolutely yes. I wrote with in a residential studio in Provence. We used the original analogue EMI desk that The Rolling Stones recorded their 1970s albums on. We recorded the band to tape, and the whole mix also went to tape. We all wanted an epic vintage production. I loved watching the reels constantly turning.

EXHIBIT TN/12
TO SECOND WITNESS STATEMENT
OF TONY NASH

- FOOTAGE-

TAB 5

| | |
|----------------------|-------------------------|
| Made on behalf of: | Lana Tricker |
| Name of Witness: | Tony Nash |
| Position: | Consultant Investigator |
| Date Statement made: | 22/3/2019 |
| Court Reference: | |

THIRD WITNESS STATEMENT TONY NASH

I, Tony Nash will say as follows:

1. Following on from my depositions dated 30th December 2018 and 17th February 2019 I have been asked to provide an update and summary.
2. In respect of the allegation of 'Hacking' this has been passed from 'Action Fraud' to the Cyber Crime Unit of The Metropolitan Police and is an active criminal investigation under crime reference 1207138/19. I am able to confirm this following a meeting with the Cyber Crime Unit on 12th March 2019. The suspects include, but are not limited to, [REDACTED] and [REDACTED]
3. In assessing the other evidence, I have created a simple time line that I now produce as exhibit TN/13.
4. My summary of interpreting the current evidence is as follows: There are three episodes of unregulated covert visits to Platinum Lace, Coventry Street, that have led to complaints of licence breaches spanning the period 2015 to 2018.
5. The initial visits were part of a pre-planned operation that involved two of the owners of 'Sophisticats' [REDACTED]. They had commissioned the services of a journalist, [REDACTED] along with involving two 'Sophisticats' dancers [REDACTED] who infiltrated Platinum Lace (Coventry Street) in advance. A dancer subjected to the national media coverage, [REDACTED] had failed to reveal her previous employment at 'Sophisticats' to 'Platinum Lace' and so I have concerns that she too was planted in 'Platinum Lace' as part of this attack on the licence.
6. On 20th December 2015 [REDACTED] in conversation with [REDACTED] states he has footage ready to go which has been edited into a montage. He states there are two versions, one with sound and one without and that he would decide on the best version to submit to the council. He also remarks "On top of this I am passing on the initial footage that 'your girl' got of [REDACTED] in the club" He stresses how important this is as it is pivotal in bringing [REDACTED] into the equation for National papers to be involved due to her relationship with a Romanian footballer. By this stage [REDACTED] admits to having spent the last seven days meeting news editors about this matter. He states he has a freelance journalist to go to the CC (City Council) for £150. Millbank also discusses involving the newspapers who would send in reporters to both the club and CC adding it would help when it came up to questions as to where the footage came from. By

doing this they could avoid the (provenance) issue relying on the position it was sent in. He concludes ' I have tried to position ourselves / yourselves into the best place possible to get the optimum results wanted'.

7. On 23rd December 2015 a complaint regarding breach of no touching rules is received by WCC.
8. On 7th January 2016 [REDACTED] a young Sun Journalist is credited with a report stating Platinum Lace Dancers have flouted the licence conditions of no touching and are now under investigation by WCC. This involves a dancer with links to a Romanian footballer.
9. It is clear from the message exchanges of 12th January 2016 that [REDACTED] was arranging and paying journalists at national newspapers to print the story derived from the covert visits with a view that Westminster City Council (Licencing) would take action against Platinum Lace (Coventry Street) [REDACTED] refers to this as "the final part of the project, the tricky bit getting the breaches published. This was where the magic (from the Nationals end) came in to play and this is where they would really earn their money etc. That is why it took so long from my end talking and negotiating with them throughout Xmas and New Year. He states what I would say is that for what you have achieved re PL, and from a starting point of Ground zero, is immense. And in the future, you/we may need to call upon these people again. [REDACTED] admits the video taken on this occasion had been edited into a montage.
10. In this instance I conclude there is a clear conspiracy involving [REDACTED] [REDACTED] to contrive evidence to undermine the licence of Platinum Lace (Coventry Street) It is known that [REDACTED] two 'Sophisticats' dancers, had infiltrated 'Platinum Lace' and had in the December visit assisted with taking video footage. This appears to reflect and support the comment by [REDACTED] that [REDACTED] had got their girl [REDACTED] to take a video. Worrying is the fact that the visit reported to the council on 23rd December 2015 refers to matters on 12th December yet the media coverage in The Sun references to dates namely 13th October and 4th December allowing me to conclude the activities had been in place since at least the October. [REDACTED] talks about video footage and all his work engaging with the National media on 20th December 2015. I find the comments that by this stage that there was video footage in existence that he had edited for submission to Westminster Council shocking. All legal processes including those around licensing must be fair and only evidence that has integrity should be submitted and relied upon (Article 6 HRA). By this stage there was a developed conspiracy and that evidence was being manipulated. The comment 'what I would say is that for what you have achieved re PL, and from a starting point of Ground zero, is immense' suggests there was no evidence or knowledge of any impropriety on the part of 'Platinum Lace' at the outset of this operation. I can only realistically conclude that the intention of those involved in planning and executing these acts was the manipulation of National media and Westminster Council to attack the licence and operation of 'Platinum Lace'. Given the evidence secured from [REDACTED] and the attacks referenced around other competitors I can only conclude that the motivation

is gaining commercial advantage regardless of the impact - risk to a competitors' businesses; risk to jobs; negative global impact on the industry; reputation of the West End of London and loss of earnings to those involved in the supply chain.

11. This complaint was, in part, discredited through review of CCTV and club records.
12. The second complaint orchestrated by [REDACTED] on the 6th and 7th October 2016 were shown by review of CCTV and pre-emptive intervention logs to be yet another incomplete and inaccurate complaint.
13. I have reviewed the allegations made against CCTV for three of the dances. I have also visited the venue to find that the benches are designed with a 6-degree rack to ensure customers sit in a position where it would be extremely difficult to touch their crotch without it being obvious or likely from the CCTV.
14. Whilst there was some minor contact in the dances the accounts given by [REDACTED] [REDACTED] are in respect of breaches not reflected by the CCTV. This leads me to conclude that the notes were made some time after and were not accurate. However, given the allegations of serious breaches on a repeated basis along with the seat design and its implication I believe that both sets of statements contain false and exaggerated allegations.
15. The third complaint made by three women includes [REDACTED]; a business partner of [REDACTED]. From a text message that pre-dates this and ties into a similar but unconnected complaint against the Windmill, it is clear that [REDACTED] in a communication to [REDACTED] has revealed she is not happy about putting her name to a complaint. This indicates [REDACTED] was an agent through which to channel complaints for [REDACTED]. Of concern is that the complaint is submitted after the CCTV retention period had expired.
16. I cannot accept this to be a coincidence and can only conclude this was a deliberate act to prevent Platinum Lace assessing and challenging the evidence put forward as had happened on the two previous occasions.
17. All three events involve unregulated, covert, targeted visits to the Coventry Street venue. The manner in which they have been commissioned, the lack of transparency and the actions taken would never meet the legal requirements of RIPA 2000.
18. When I assess all three complaints together along with the facts of the hacking, I conclude this has been a prolonged attack on Platinum Lace and others in the same industry from a single source - those responsible for the ownership and management of Sophisticats. The motivation can only be to gain commercial advantage at the financial and reputational expense of Platinum Lace and others.
19. In conducting this investigation, I have focused on establishing if there was an attack on Platinum Lace and if so who by? I conclude the evidence acquired supports that this was the case and the attack has been of a sustained and organised nature.

20. The attacks have been built on manipulating the national media and Westminster Licensing in a manner I have not witnessed over 31-years investigating serious crime. I conclude by describing the events as nothing short of commercial terrorism.



Tony Nash
Investigation Consultant

EXHIBIT TN13
TO WITNESS STATEMENT
OF TONY NASH

Date

Description

Evidence

Source

TAB 6

WITNESS STATEMENT

(CJ Act 1967, s.9; MC Act 1980, ss.5A(3)(a) and 5B; MC Rules 1981, r.70)

Statement of [REDACTED]
Age if under: Over 21

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

Signature [REDACTED] Date 17/1/2019

I am currently a scaffolder living and working in Glasgow. In my working life I have had a number of varied jobs including car sales, double glazing sales and a short period as an Assistant Manager at [REDACTED]. That job was from mid-June 2011 until the end of December 2012. I decided this was not the a career I wanted and move into before taking on the scaffolding role after my sales roles.

I have a number of friends and occasionally we spend time in London. Sometimes this is the weekend and sometimes during the week depending on cost and work commitments. This is probably about three times a year.

A friend and former business partner of mine named [REDACTED] went to London on 11th October 2018 flying in from Glasgow. I booked the flights and hotel as a package for both of us as it was a good deal. The visit was for one night with the intention to go out in the West End of London.

During this visit we went to a restaurant and bar before going to Leicester Square. There a man who called himself *Oggie* approached us and persuaded us to go to a club called Sophisticats. I had never been there before.

During the visit I was unhappy with a number of issues and ended up making a complaint to Westminster Council after taking advice. I maintain that the content of my complaint is true. However, shortly afterwards I received a letter from Brooke Martin solicitors dated 26th November 2018 claiming I had conspired with [REDACTED] and unspecified people to make false allegations against Sophisticats. The letter was delivered by two men in a van with London accents. I found the whole experience intimidating. The allegations against me within the letter were completely false. I only wanted to flag up the issues I had experienced and did not want or expect to end up with a letter threatening legal action purely for telling the truth. The solicitors stated that if I withdrew the allegation they would not pursue a claim against me. I did not want this aggravation and withdrew the allegation via e-mail on 12th December 2018.

I went with [REDACTED] to Sophisticats of my own volition and was never paid any money or directed by any person other than the man calling himself *Oggie* to visit Sophisticats.

I paid for my spend during the visit through a mixture of cash and card. The only money I received was cash from [REDACTED] to cover the flights and hotel that I had paid for.

I have been asked if I know [REDACTED] was/is the [REDACTED] of Platinum Lace but is not someone I know in person. I have seen him whilst I was working at Platinum Lace but never had any real conversation with him.

Signature [REDACTED]

I have not seen or had contact with [REDACTED] since leaving Platinum Lace.

Signature

A handwritten signature in dark ink, appearing to be a stylized name, possibly "D. J. [unclear]".