

Risk Assessment: Violence/ Personal security	Dept: F&B	Ref BSS 2A
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Name of Hotel: W LONDON Date: 01/10/18

Name of Person/s Completing This Assessment: [REDACTED]

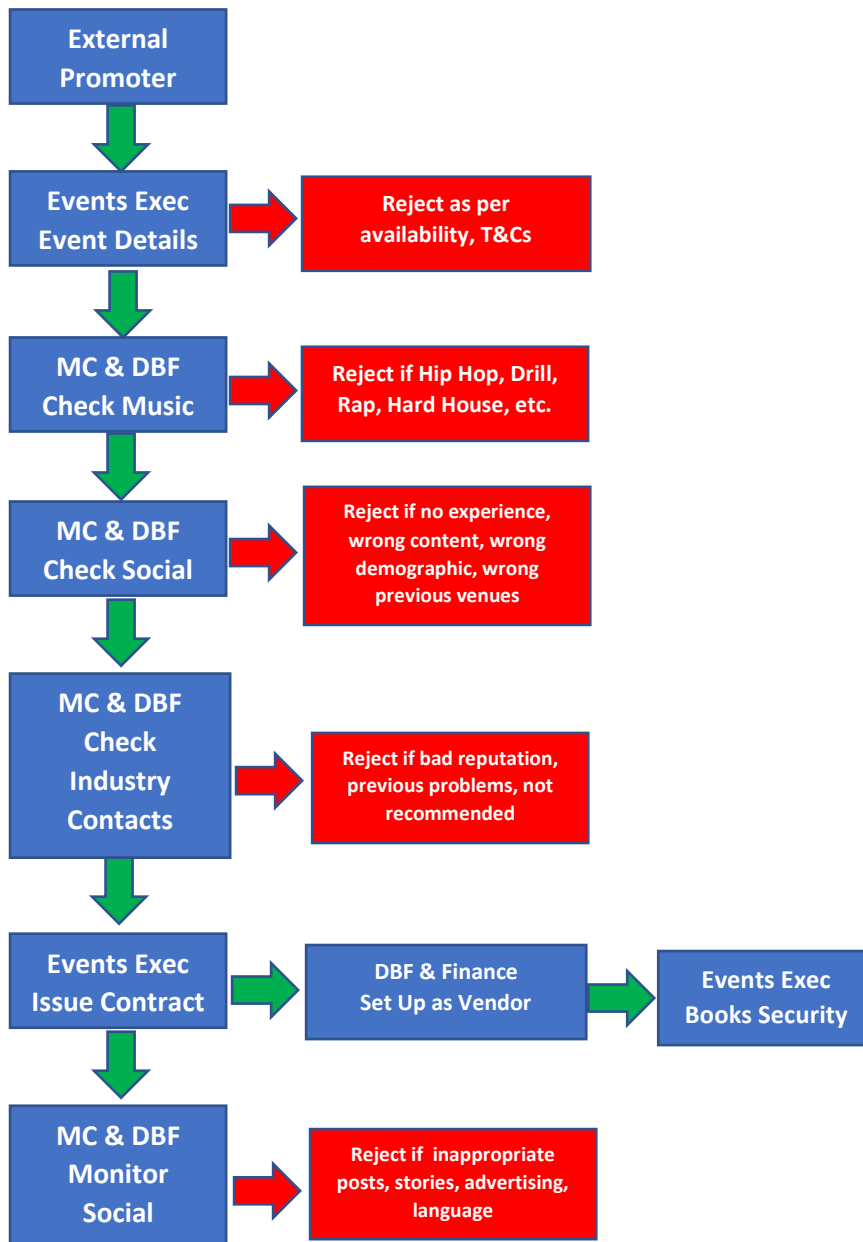
HAZARD IDENTIFICATIONS (the potential to cause harm) Please indicate with a tick		
1 Lone working	11 Verbal Aggression	21 Violence <input checked="" type="checkbox"/>
2 Maintenance of building	12 Housekeeping/cleaning	22 Wet/uneven floor
3 Working at height	13 Fall from height	23 Collapse of structure
4 Display screen equipment	14 Work equipment	24 Use of vehicle
5 Temperature	15 Ventilation	25 Lighting
6 Electricity	16 Gas	26 Water (Legionella)
7 Hazardous substances	17 Infections	27 Asbestos
8 Manual Handling	18 Storage	28 Space
9 Welfare	19 Noise/privacy	29 Smoking
10 Fire	20 Slips/trips/Falls	30 Other (please specify)

RISK RATING – For guidance see risk rating tables on Page 2

LIKELIHOOD RATING:	3
Multiplied by	x
CONSEQUENCE RATING:	2
LEVEL OF RISK =	6

Activity/Equipment Used	Who is at Risk?	What Are The Risks?	What Control Measures Are Required? (Precautions taken to reduce the risks)
Violence / personal security	Associates Agency cleaners Customers	Physical injury & psychological ill health.	<p>CCTV / intruder alarms, panic buttons installed as appropriate.</p> <p>Associates trained in conflict management, confrontation and security.</p> <p>Any suspicious persons to be reported immediately to the line manager.</p> <p>Where any inappropriate behaviour is encountered or suspected, leave the area immediately and report the incident to your line manager.</p> <p>Support provided to Associate involved in such incidents.</p> <p>Safe cash handling procedures in place where relevant.</p>

Vetting Process External Promoter Events (Due Diligence)



Let There Be House - APPROVED

- Five face to face meetings with Music Curator & Director of B&F
- Music & Crowd check: Music Curator physically visited previous event
- Strong reputation: affiliated with Defected Record Label
- 1 event

Sincere Brunch - APPROVED

- Two face to face meetings
- Music & Crowd check: Music Curator physically visited previous event
- B&F Director Visit
- Personal Contact of Music Curator
- 2 events

BOAT CLUB - APPROVED

- One face to face meeting
- Music & Crowd check on Social
- Established International Brand
- B&F Director Site Visit
- Social media posts designed by W
- Hosted approx. 10 events for W

APPETITE - APPROVED

- Two face to face meetings
- Music & Crowd check on Social Music Curator
- B&F Director Visit
- Strongly recommended by industry contacts
- 3 events with W

COLIN FRANCIS - APPROVED

- One face to face meetings
- Music & Crowd check: Music Curator physically visited previous event
- B&F Director Visit
- Personal Contact of Music Curator
- Strong international brand, Ministry of Sound

Be Brunch - APPROVED

- Two face to face meetings

- Music & Crowd check: Director of Ops
- B&F Director Visit
- Strong brand, Chelsea
- 5 events with W

Phunky - APPROVED

- One face to face meeting
- Music & Crowd check on Social
- Site Visit Music Curator
- 1 event with W
- Industry contact verified

VIDA ALTA - APPROVED

- Music & Crowd check on Social
- Site Visit not necessary, familiar with venue
- 1 event with W
- Industry contact verified
- Head of Operations in Events Venue
- Contact of Music Curator

PARAVANA- APPROVED

- Two face to face meetings
- Music & Crowd known to MC
- Site Visit with DBF
- 3 events with W
- Contact of Music Curator

Vocal House Brunch - REJECTED

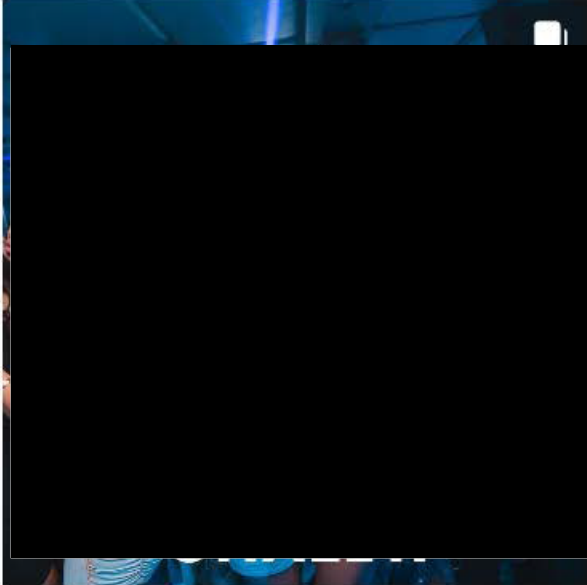
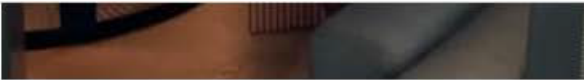
- One face to face meeting
- Music & Crowd checked
- B&F Director Visit
- 8 events with W
- Crowd deteriorated
- DJs started to be intoxicated, refused service
- Too many guests had to be refused service

NightCap - REJECTED

- One face to face meeting
- Music & Crowd checked
- B&F Director Visit
- 4 events with W
- Crowd deteriorated
- Promoter very disorganised
- Stressful operations for the W Team

Upper Vibe - REJECTED

- One face to face meeting
- Music & Crowd scanned & checked
- Screened by Ex Events Exec & Ops Director
- 1 event with W
- Crowd good
- Promoter caught on toilet with female
- Ejected from venue



Bundle-063



Agreement between W LEICESTER SQUARE LIMITED trading as W LONDON and Chalet London LTD

COMPANY : CHALET LONDON LTD 57 SILVER HILL, SANDHURST , GU47 0QT UNITED KINGDOM CONTACT : [REDACTED]	W LONDON LEICESTER SQUARE TRADING AS W LONDON LEICESTER SQUARE LONDON W1D 6QF UNITED KINGDOM CONTACT: [REDACTED]
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FOR EVENT Chalet London

This Agreement between Chalet London Ltd (“**Group**”) and W LEICESTER SQUARE LIMITED trading as W LONDON (“**Hotel**”) is effective as of the date it is signed by Hotel (“**Agreement Date**”). This Agreement must be signed and returned to Hotel accompanied by the deposit stated below to confirm the Group event no later than the 20 May 2022. However, if prior to the 20 May 2022 a third party requests some or all of the event dates set out in this Agreement and is in a position to sign an agreement immediately with the Hotel, we will advise Group in writing and Group will have 3 business days from the date of such notice to confirm the booking set out in this Agreement by returning to the Hotel a signed Agreement and deposit failing which the Hotel may at its discretion and without any liability to the Group enter instead into an agreement with the third party in respect of some or all of the Event Dates set out in this Agreement.

FUNCTION SPACE / SCHEDULE OF EVENTS: This Agreement applies to the following events and function space:

DATE	TIME	EVENT	FUNCTION SPACE	SETUP STYLE	ATT.	RENTAL REV.
10/07/2022	16:00-00.00	Event	The Perception Bar	Excising	250	£1,500.00

Please note decorations are not allowed at the Perception Bar.

250 people maximum for the overall event. Guest list is required 72 hours prior

1 Host (provided by third party) will be at the ground floor and will work along with our security team for guest’s admission to the event

Dress code: Smart Casual (no sportswear, flip-flops or shorts)

Bag Searches and ID Checks are mandatory

The hotel holds the right to deny entrance or to finish the event early in case there is any breach of requirements.

FUNCTION SPACE: The Hotel reserves the right to reallocate function space in order to provide suitable accommodation of size and quality for the event on the Event Dates. Due notice will be given in writing by the Hotel to Group of any change from the Function Room specified in this Agreement should group numbers increase or decrease.

SET UP AND BREAKDOWN: The event set up/ break up will be arranged by Group under its responsibility and costs. These works will give the least possible disturbance to the Hotel normal operations. Extra workers for portage or technical assistance may be provided by the Hotel at an additional cost (to be advised).

Please advise should you require access to the function room pre/post the event, in addition to the above timings, as this is not automatically guaranteed and may incur additional costs.

FUNCTION RATES

A discretionary service charge of 12.5% will be applied for all meeting packages and Food and Beverage spend.

SECURITY FEES

For events up to 200 people, 3 additional security at a total of £600 for the evening will be mandatory.

For buyout events up to 250 attendees, 5 additional security at a total of £900 for the evening will be mandatory.

CLEANING FEE

For events up to 200 people, 2 additional cleaners at a total of £300 for the evening will be mandatory.

For buyout events, up to 250 attendees, 4 additional cleaners at a total of £600 for the evening will be mandatory.

FINAL NUMBERS: Full details of the accommodation requirements must be finalised between Hotel and the Group in writing and will, on signature by or on behalf of the Group, become part of this Agreement. Group must notify Hotel in writing of all amendments to guest numbers and/or other arrangements before this date. Reduction in the duration or contracted value of the booking will be subject to the Hotel's attrition policy (if applicable) in this Agreement. Billing will be based on contracted or actual numbers, whichever is greater. Final timings and rooming lists and any special requests must be confirmed to the Hotel at least 14 business days prior to the event.

FOOD & BEVERAGE: Due to licensing requirements and for quality control, all food and beverage served at Hotel must be supplied and prepared by Hotel. Menu prices will be confirmed in writing by the hotel prior to the event. The following additional amounts will be added to all food and beverage charges. Food & Beverage charges include VAT at the prevailing rate. VAT increases will be automatically applied.

ESTIMATED REVENUE*: The revenue anticipated by Hotel under this Agreement including taxes and other charges is as follows:

Security Fees	GBP 900.00
Cleaning Fees	GBP 600.00
Total Estimated Revenue:	GBP 1,500.00

*Subject to attrition/ cancellation

If Group cancels this Agreement, Group agrees that Hotel will suffer damages that will be payable by Group to the Hotel. The amount payable by the Group in such circumstances shall be the sum which represents the difference between the revenue actually paid by the Group to the Hotel and the Total Estimated Revenue, minus attrition/cancellation allowance.

COMMISSION:

Commission is paid at 10% excluding VAT, on top of beverage items only. Commission is calculated from the event starting time until finish.

Third Party is not allowed to bring any credit cards machine and to charge their clients directly during the event. Third Party Company is not entitled to receive any extra margin of the event revenue. Food & Beverage offer will be according to the hotel's current selection & prices.

Hotel will act as a payment intermediary and all payment must be done directly to the hotel. After the event, Third Party Company will receive the agreed 10% commission based on the net revenue. Payment will be made up to 30 days after the event, once the third party company is set-up as a vendor.

If at any time during the event, Third Party Company breaches this agreement, Hotel holds the right to stop the commission payment.

PAYMENT

Unless credit (Direct Billing) is established, Group will pay the estimated amount of the Master Account based on the deposit schedule below. Group will advise Hotel of its expected method of payment of the Master Account 90 days prior to arrival. All services must be 100% prepaid 20 days prior to arrival.

Please indicate your preferred payment method Bank Transfer. Please note cheques are no longer accepted as a method of payment. Credit can only be applied for by registered companies within the UK and the "Group" booking is over £5,000.00, credit applications must be received a minimum 4 weeks in advance.

All electronic wire transfers should be made to the attention of:

Bank: HSBC BANK PLC
Address: Regional Service Centre, Europe, 2nd Floor, 62-76 Park Street, London SE1 9WP
Account Name: W Leicester Square Limited
Account: 41307231
Sort code: 40-02-50
Swift code: MIDLGB22
IBAN code: GB72MIDL40025041307231

VAT Number 668 2996 68

In the unlikely event that the hotel's bank account details change, the hotel will send you an official communication. If you receive any communication relating to changes to these details, we strongly recommend you contact your sales or event management contact by phone to verify the accuracy of the communication prior to making any payments.

CREDIT CARD

Unless credit is established a credit card must be uploaded securely on an Electronic Credit Card Authorisation website, you will receive a link to provide these details once the signed contract is received. Your booking is not fully confirmed until a credit card to guarantee payment is received.

DEPOSIT SCHEDULE: The following deposits are due by Group as set out below. Additional deposits may be required after the date of this Agreement if Group event charges increase or are not covered in this Agreement.

DEPOSIT	%	DEPOSIT REQ.	DUE DATE
All	100	£1,500	01/07/2022
Summary		£1,500	01/07/2022

Failure to make payment of any element of the deposit on the due date will result in the Hotel exercising its right to cancel the Agreement in accordance with the cancellation provisions below.

Billing will be based on contracted and or actual numbers, whichever is the greater. Full details of the timings, menus and any special requests applicable to the functions must be confirmed by the Client to the Company seven days prior to the event and recorded on a Banquet Event Order which will become part of this contract.

CANCELLATION: If Group cancels the booking, Group will provide written notice to Hotel, accompanied (except in the case of a Force Majeure) by payment of the cancellation charges indicated below. The parties agree that the amounts included in this cancellation clause are reasonable estimates of the losses that would be incurred by Hotel and factor in Hotel's ability to mitigate its losses through resale. Any deposit payments by Group shall be deducted from any cancellation fee payable in accordance with this provision.

FROM THE AGREEMENT DATE	CANCELLATION POLICY
Over 90 days	<ul style="list-style-type: none">• 10% Total Food & Beverage agreed• 10% negotiated room hire
90-61 days prior to event	<ul style="list-style-type: none">• 25% Total Food & Beverage agreed• 25% negotiated room hire
60-31 days prior to event	<ul style="list-style-type: none">• 50% Total Food & Beverage agreed• 50% negotiated room hire
30-8 days prior to event	<ul style="list-style-type: none">• 75% Total Food & Beverage agreed• 75% negotiated room hire
7-1 days prior to event	<ul style="list-style-type: none">• 100% Total Food & Beverage agreed• 100% negotiated room hire

The Hotel shall have the right to cancel the booking if the Group fails to pay any installment of the deposit on the due dates despite receiving written notice to pay from the Hotel. If the Hotel exercises its right to cancel the booking for failure to make payment the Group shall be liable for the cancellation charges in respect of the booking calculated in accordance with the table set out above by reference to the date from which the Hotel exercises its right to cancel. In such circumstances credit will be given for any installments of the deposit already received from the Group.

USE OF EVENT AND FUNCTION SPACE: To protect the safety and security of all Hotel guests and property, Group will obtain Hotel's advance written approval before using items in event and function space that could create any danger or disturbance such as noise, noxious odors or hazardous effects (e.g., loud music, smoke or fog machines, water features, dry ice, candles) and before engaging in any activities outside of the reserved function rooms (e.g., registration table). Group will obtain and produce to the Hotel at least 14 business days prior to the Event any Fire Safety Certificates required by law and/or other health and safety reviews, audits and/or approvals. Failure to obtain any such prior written approval from the Hotel or to produce all such certificate and/or health and safety documentation will result in the Hotel refusing use of any such items. Group will pay any expenses incurred by Hotel as a result of such activity (even though approved by the Hotel), such as resetting smoke or fire alarms or unusual cleanup costs.

Full details must be provided no less than 7 days prior to the event to enable the Hotel to obtain any special approvals, consents or licenses. If any such consent, approval, or license is refused, the Group shall not bring the relevant item to the Hotel or (as appropriate) allow the specific activity to take place.

The level of noise, especially that produced by Sound Equipment must be kept at a reasonable volume, exclusively determined by the Hotel.

All waste, e.g. packaging must NOT be left in the corridors and must be cleared from the Hotel as no storage can be offered.

Use of glues, adhesive materials, nails or hooks is forbidden. All of the bought-in structures are to be self-supporting. Any damages to the Hotel structure will be quantified and charged to Group. All materials used for the set-up must be fireproof or at least adequately treated with fire-attendants. The Group may be required to sign an additional Release of liability form. If such displays, merchandise or exhibits are to be used, the Hotel's prior written approval must be obtained and prior arrangements for their arrival, unloading, security and storage must be made with the Events Department.

SECURITY: Hotel does not provide security in the event and function space and all personal property left in the event or function space is at the sole risk of the owner. Group will advise its attendees that they are responsible for safekeeping of their personal property. For evening events in the studios and at the Perception Bar, it is compulsory that there is security cover.

ANCILLARY SERVICES: Hotel may provide, or contract with third parties to provide, ancillary services (e.g. Audio-Visual, florists) to Group for additional charges. Upon prior written consent by Hotel, Group may use its own vendors for such services provided that Group's proposed vendors are notified to the Hotel and the Hotel in its absolute discretion deem such vendors to meet the minimum standards established by Hotel, including insurance and indemnification requirements. Group will inform Hotel of its decision to bring its own vendor at least 60 days prior to 10 July 2022, and will sign, and have its vendor sign, the Hotel's appropriate form of External Supplier Joinder at least 45 days prior to 10 July 2022. The limits on liability set out below shall not apply to any act or omission any third party ancillary service provider engaged by the Group.

RELOCATION: Should the Group make significant changes to the program, in terms of numbers and/or dates, this may result in amendments in the applicable rates and/or facilities offered by the Hotel in relation to the new criteria.

This agreement may be cancelled by the Hotel without penalty or liability for a good reason, if in the sole discretion of the Hotel the presence of the Group would pose a risk to the safety of the guests in the Hotel or the public at large or if for any reason whatsoever (such as repair or refurbishment or damage due to fire) the facilities required for the event are unavailable on the date or dates of the Groups booking and no other suitable facilities are available.

DISCLOSURE: Group will be responsible for determining to whom it needs to disclose any terms of this Agreement, including any commission or rebate that it may receive. Group will disclose to all Group attendees the type and amount of all automatic and mandatory charges that will be charged to them by Hotel.

LAWS AND POLICIES: Group will comply with all applicable laws, statutes, codes, ordinances, rules and regulations, including any applicable Hotel policies.

PRIVACY: Marriott International, Inc. ("Marriott") is committed to complying with obligations applicable to Marriott under applicable privacy and data protection laws, including to the extent applicable EU data protection laws. Hotel shall comply with the then-current Marriott Group Global Privacy Statement (the "Privacy Statement," currently available at <http://www.marriott.com/about/privacy.mi>) with respect to any personal data received under this Agreement.

Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and

security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration.

Group will obtain all necessary rights and permissions prior to providing any personal data to Hotel, including all rights and permissions required for Hotel, Hotel affiliates, and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Hotel's privacy statement and applicable law. Notwithstanding any other provision, Hotel may use an individual's own personal data to the extent directed by, consented to or requested by such individual.

CONFIDENTIAL INFORMATION: A party may have access to information of the other party that is marked as confidential or which, by its nature or circumstances of disclosure, would reasonably be presumed to be confidential ("Confidential Information"). Both parties agree to maintain the confidentiality of the Confidential Information and may only use the Confidential Information in connection with fulfilling its obligations under this Agreement. Confidential Information will not include (1) information that is publicly available; (2) PII, which will be handled by the parties in accordance with the "Privacy" provision above; or (3) information that is left or discarded in event rooms, public spaces or guest rooms.

LIMITED LIABILITY: Neither party will be liable to the other for any special, incidental, indirect, consequential, punitive or exemplary damages, however caused, arising out of or relating to this Agreement. The entire liability of either party to the other party for any loss or damage resulting from any claims arising out of this Agreement shall not exceed the greater of: (a) the aggregate fees and expenses paid and payable to Hotel under this Agreement or (b) the amounts payable under any applicable insurance policies maintained by the liable party; provided that the foregoing cap shall not apply to: (i) indemnification claims; (ii) claims for breach of confidentiality; (iii) claims for bodily and personal injury, death, or tangible property damages; and (iv) damages caused by willful misconduct, gross negligence or criminal acts. None of the limits of liability or exclusions set out in this clause shall apply in respect of any liability arising out of any act or omission of, or related to a breach by, any external third party ancillary service supplier.

INSURANCE: Each party will maintain insurance sufficient to cover any claims or liabilities which may reasonably arise out of or relate to its obligations under this Agreement and will provide evidence of such insurance upon request.

INDEMNIFICATION: Each party will indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from (i) actual or threatened claims by any third party resulting from its breach of this Agreement or (ii) negligence, gross negligence or intentional misconduct of such party or its representatives or agents when acting within the scope of their employment or agency or (iii) with respect to Group, the negligence, gross negligence or intentional misconduct of its conference delegates or other individuals attending the function. Neither party will be liable for punitive damages.

GOVERNING LAW AND DISPUTE RESOLUTION: This Agreement shall be governed by, and construed and enforced by the laws of England. In the event of a dispute between the parties in respect of this Agreement, the parties shall first attempt to resolve such dispute as soon as practicable through good faith negotiation. Any dispute that cannot be resolved mutually through good faith negotiation shall be referred to and resolved by binding arbitration under the rules of Arbitration of the International Chamber of Commerce. The arbitration shall be conducted by one arbitrator. The place of arbitration shall be London, England and shall be conducted in the English language. The award and decision of the arbitrator shall be conclusive and binding on all parties, and judgment upon the award may be entered into any court of competent jurisdiction. Notwithstanding the foregoing, any party to a dispute may at any time seek temporary or permanent injunctive or other equitable relief.

FORCE MAJEURE: If acts of God or government authorities, natural disasters, or any other event beyond a party's reasonable control make it illegal or impossible for such party to perform its obligations under this Agreement, such party may terminate this Agreement upon written notice to the other party without further liability. For the avoidance of doubt, any deposit paid by Group before the event shall be reimbursed in circumstances where the Hotel suffers the event of a force majeure and is unable to perform its obligations.

ASSIGNMENT: Group may not assign or delegate its rights or duties under this Agreement without Hotel's prior written approval.

NOTICE: All notices, requested, approvals, demands and other communications required or permitted to be given under this Agreement shall be in writing (which for the purposes of this Agreement shall not include e-mail) and to the address of the party first mentioned above. Facsimile or electronic execution and delivery of this Agreement and all notices hereunder shall be legal, valid and binding execution and delivery for all purposes.

SEVERABILITY: If any provision of this Agreement or any part of any such provision is held to be invalid or unenforceable that provision or the relevant part will be eliminated or limited to the minimum extent possible, and the remainder of the Agreement will have full force and effect.

WAIVER: If either party agrees to waive its right to enforce any term of this Agreement, it does not waive its right to enforce any other terms of this Agreement nor to any future breach of that term.

This Agreement constitutes the entire agreement between the parties, supersedes all other written and oral agreements between the parties concerning its subject matter, and may not be amended except by a writing signed by Hotel and Group.

MARRIOTT BONVOY EVENTS

Approximately (10) business days after the conclusion of the Event (provided that the Event is not cancelled and Chalet London LTD has otherwise complied with the material terms and conditions of this Agreement), the Hotel will either award Points or submit an award for airline

miles to the Member(s) identified below.

Marriott Bonvoy Events program is not available in certain circumstances, including (1) for any government employee or official booking a government event (U.S. government event or non-U.S. government event); for any employee of a state-owned or state-controlled entity ("SOE") booking an event on behalf of the SOE; or for any other planner or intermediary when booking an event on behalf of a non-U.S. governmental entity or SOE.

GROUP MUST CHECK **ONE** OPTION BELOW:

The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) is eligible to receive **Marriott Bonvoy Points** or airline miles

Member Name _____

Bonvoy Program Member _____

If airline miles are desired instead of Marriott Bonvoy Points, please also provide:

Frequent flier airline miles account number _____

Airline Name _____

OR

The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) declines or is not eligible to receive Marriott Bonvoy Points or airline miles and hereby waives the right to receive an award of Points or airline miles in connection with the Event.

The number of Points or airline miles to be awarded shall be determined pursuant to the Marriott Bonvoy Events Program Terms and Conditions, as in effect at the time of award. The Marriott Bonvoy Events Program Terms and Conditions are available on-line at <https://www.marriott.co.uk/loyalty/earn/rewarding-events.mi>, and may be changed at the sole discretion of the Marriott Bonvoy Events Program at any time and without notice.

The individual(s) identified above to receive either Points or airline miles may not be changed without such individual(s)' prior written consent. By inserting the airline mileage account information, the recipient elects to receive airline miles rather than Points. All Marriott Bonvoy Events Program Terms and Conditions apply.

*Electronic selection – This may be done in Microsoft Word by double-clicking on the above unfilled box, choosing a blackened box, and then clicking "Insert." Alternatively, one can use the commands "Insert" and "Symbol," choose the blackened box, and then click "Insert."

ACCEPTED AND AGREED TO: JORDAN PASQUALE		ACCEPTED AND AGREED TO: W LEICESTER SQUARE LIMITED TRADING AS W LONDON	
By:	E-Signed : 05/19/2022 05:59 AM CST [Redacted]	By:	E-Signed : 05/19/2022 06:53 AM CST [Redacted]
info@chaletlondon.co.uk IP: 151.230.116.219 Sertifi Electronic Signature DocID: 20220519035007664		IP: 167.98.166.84 Sertifi Electronic Signature DocID: 20220519035007664	

In the Westminster Licensing Sub-Committee

In the Matter of an Expedited Review

W Hotel Leicester Square

Westminster

London

WITNESS STATEMENT OF [REDACTED]

1. I am the above named person and I am employed as a Duty Security Officer at W Hotel London and have been so since December 2021. On the 10th July 2022, I was scheduled to work from 16:00 – close of the event.
2. The arrival of guests was very quiet from the very beginning, between 17:00 – 18:00 it was a steady pace and then got busier between 18:00 – 20:00. The host was due to leave her position at 19:00 but this was extended by the organiser due to the slow arrival. We closed the entrance at 21:00 and refused re-entry after this time.
3. I would say there were around 140 guests in total this would have included in house guests using the lounge bar.
4. Shortly after we closed the door around 21:15 [REDACTED] called me up to the 1st floor as he had caught people potentially taking drugs. He thought that they had managed to flush whatever it was before we had a chance to confirm. Their behaviour was suspicious and so we told them they must leave the premises; they cooperated and left the premises straight away.

5. The second situation started around 22:20, [REDACTED] called again for assistance in the toilets on the 1st floor. When I arrived there were 3 males and 2 security officers already in the toilets. I asked what the issue was, [REDACTED] informed me he thought the 3 males were in one cubicle and when he opened the door, the males dropped whatever they had in the toilet and flushed it. We asked them to leave the premises and at first they refused, we said we would call the police if they did not leave the premises. One of the males wearing a checked shirt, shorts and light-coloured trainers said he would collect his phone and leave the premises. He went back to his table and instead of collecting his phone he continued to chat to his friend.
6. At this point I asked [REDACTED] to go to the Welcome Desk and call the police to assist us as [REDACTED] was trying to get them to leave and they were ignoring him. The male wearing the checked polo shirt came to me to intimidate me and I had to push him away. After that I spoke to [REDACTED] the bar manager and said we should shut the event down. At this point I informed one of the officers to turn the music off but can't remember who. When the music was stopped the organiser came to me and complained we had ruined his "vibe". I explained why we were shutting down the event.
7. At this point the fight started and I could see [REDACTED] was in the middle, it was around 10 people in total. I asked [REDACTED] again to call the police as we needed assistance. I tried to get [REDACTED] out of the middle of the fight and I was then hit in the shoulder by a bottle that was thrown from the bar, I slipped and hit my right eyebrow on the floor causing injury. After I hit my head things were a bit blurry and the next time I remember is being by the lifts where the incident was still going on. I remember someone trying to throw the sanitiser unit and move a sofa. One of the metal welcome desk signs was thrown past my head.
8. The police arrived and [REDACTED] was sprayed with Pepper spray, I took him towards the staff toilets to wash his eyes out. I came back to the bar area and there was 3 people there and I escorted them out of the fire exit, they were not involved in the incident.
9. When I came back from the fire exit Aaron was having a panic attack, so I took him to the toilet and splashed water on his face, the police then returned to the bar and there were more

of them. I then went and spoke to my girlfriend to let her know I was ok. I then went to the Fire Pit and was seen by a paramedic.

10. I have been asked if there were any guests wearing ankle tags, there was one male who arrived early on and left the premises after 20 – 30 minutes and did not return.

.....



.....

Date

In the Westminster Licensing Sub-Committee

In the Matter of an Expedited Review

W Hotel Leicester Square

Westminster

London

WITNESS STATEMENT OF [REDACTED]

1. I am the above named person and I am employed as Bar Supervisor at W Hotel London and have been so for 5 Months.
2. On the 10/07/22 I was on duty as bar supervisor, there were around 10 staff working that evening. The event was a private booking called Chalet, we were all briefed on the situation.
3. I was scheduled to work from 17:00, an hour after the event started, when I arrived there was around 25 people in the events area for that party. Between 19:00 – 20:00 it started to pick up, there were now around 80 guests in the bar as part of the party.
4. When the majority of guests started to arrive, I had no initial concerns with the crowd. At around 21:00 I saw a shift in attitude and guests were visiting the toilets more frequently. I spoke to Security and raised this concern and asked them to check the toilets more frequently.
5. At around 22:20 I saw [REDACTED] escorting one male from the toilets, he was asked to leave the premises. A few other customers got involved and questioned security's decision. Security tried to physically remove the male, he pushed them out of the way. [REDACTED] [REDACTED] shut down the music and then the organiser approached [REDACTED] asking what is going on.
6. From then on some of the customers got physical and fighting started.

- 7. When the fighting started Myself and [REDACTED] removed all bottles from the floor and the team behind the bar removed any bottles that could have been thrown.

- 8. I assisted [REDACTED] who had been injured.

- 9. Around 10 minutes after the fighting started the police arrived and things had calmed down.

.....

[REDACTED]

.....

DATE

Before the City of Westminster's Licensing Sub-Committee

In the Matter of a Summary Review

W Hotel

Leicester Square

London

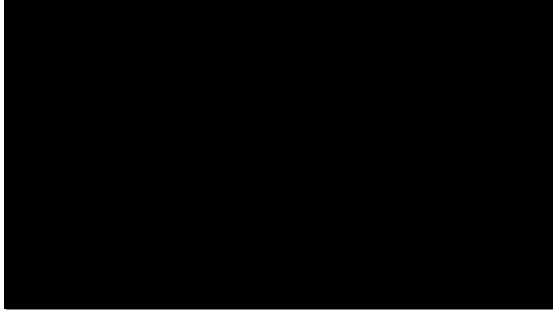
WITNESS STATEMENT OF [REDACTED]

1. I am the above named person and am employed as a Bar Manager at W Hotel London. I have been employed in this position for around 4 months. This statement is true and accurate to the best of my knowledge and belief.
2. I was present at the Chalet externally promoted event on 10 July 2022 which was held in the Perception Bar on the first floor of the hotel. The event was supposed to start at 4pm but at that time we only had about 4-8 people in the venue excluding the organizers.
3. The majority of the guests started arriving around 6-7pm. I went over the plan for the evening with [REDACTED] (the event organiser) and discussed a few details regarding ticket sales. He mentioned that they had only sold around 115 tickets and he paid for extra security to cover up to 200 guests therefore he'd like to sell more tickets on the door. Spoke with [REDACTED] the DPS and we agreed that he could sell up to a total of 150.

4. Everything went smoothly at this stage. Approximately 80 people attended the event and so it was a lot less busy than expected. At around 8-9pm it was flagged that there was “suspicious” activity going on in the toilet, implying that guests were consuming illegal substances. We put a member of the security staff by the restrooms to constantly monitor the situation. About an hour later I was informed that security had already escorted 3-4 people out of the venue due to the suspected use of illegal substances. At this time, apart from this discrete suspected drug issue, there were no other incidents. However, due to the above-mentioned activities, and yet another person being caught in the restrooms at around 10.20pm on suspicion of illicit drug use, we decided to stop the event and make a plan how we disperse the crowd. We believed this was the responsible and cautious approach to take.
5. Unfortunately, one of the security staff asked the DJ to stop the music instantly, which brought all the guests’ attention onto security trying to remove the guest. Everyone around that spot started to get involved but at this point everything was under control and security was still handling everything appropriately.
6. In the meantime at around 10.25pm [REDACTED] (the door supervisor in charge of the evening’s security), [REDACTED] and I discussed what would be the best way to disperse the crowd and stop the event. As we were doing that one of the guests was trying to put his point across to security about his friend (above mentioned guest) and multiple times put his hands around, near the neck, and on the shoulder of the security staff. After a few warnings security took the guest’s arm off the shoulder and pushed it down. This triggered a rapid acceleration of events and led to the disorder that occurred that evening. Our security staff were the primary targets of the guests’ anger.

7. We managed move two key protagonists away from the epicentre and moved them towards the lobby and the lifts and things have calmed down a bit. But the incident picked up again and guests began fighting each other as well as our security.
8. At some point, and as soon as I was practically able, I asked the hotel's desk personnel to call the police and speak to a police officer outside.
9. About 5 minutes after asking for help from the police, two police officers arrived in the lobby and tried to calm people. Shortly after that around 10:35pm another 10-15 police officers arrived at the scene and things had calmed down by then.
10. To summarise the events of the night, the entire fight started from nowhere. We escorted multiple people out of the venue earlier in the night for suspected drug use but on the last occasion guests got unexpectedly aggressive and did not want to accept the fact that they had done something wrong. Even the organiser made a comment at the end of incident that one of the guests had told him: "*so people were doing drugs, big deal.. it happens. It's normal.*" Then the guest decided to blame security and management for not tolerating this type of illegal behaviour.
11. I have never experienced an incident like this in the W Hotel. It was of a wholly different magnitude to anything I had witnessed before. The hotel has a zero tolerance approach to illicit drug use. The events of 10 July did not represent the usual atmosphere of the Perception Bar in my experience. The bar is a smart, trendy

environment with music that operates late into the night. It is not an aggressive place at all. It is a place where our guests come to relax and peacefully enjoy themselves.



03/08/22
.....

DATE

W Hotel

10 Wardour Street, London, W1D 6QF.

Report for Licensing Hearing

By

Adrian Studd, Independent Licensing Consultant.

Introduction & Summary of Conclusions.

1. I have been instructed by Marcus Lavell, solicitor, of Keystone Law in connection with the review of the licence at W Hotel, 10 Wardour Street, London, W1D 6QF. The premises is a five-star luxury hotel in Soho and houses the Perception Bar on the first floor.
2. The Perception Bar and W lounge are available to residents and usually open to non-residents, although at present restrictions following the expedited review hearing on Wednesday 20th July 2022 restrict the sale of alcohol to hotel guests and up to 4 bona fide guests of each resident.
3. Prior to the interim steps being imposed the bar regularly had music and dancing, available to residents and non-residents, on a Friday and Saturday nights. The nights were fully managed by the hotel management team and music was provided, and DJ's employed, by Jakki Degg, the hotel music curator. There have been no issues of concern at these nights.
4. The bar also hosted pre-booked internally organised functions, again fully managed by the hotel management and staff, who retained full control over what took place, the music played and guest list. There have been no issues of concern at these functions.
5. In addition to the regular music and dance nights and organised functions the Perception Bar also hosted 'promoted events'. These promoted events, common in many licensed

bars and clubs, take the form of events that are organised by an external promoter, who is also responsible for the music choices and DJ and selling the tickets. These promoted events result in the premises management giving up much of their control over the event and, in my experience, are commonly the events that will result in crime and disorder.

6. It was a promoted event that resulted in the disorder on Sunday 10th July 2022 that resulted in this review and a promoted event that resulted in, what is to my knowledge, the only other incident of crime and disorder at the premises at a promoted event earlier this year on 2nd April.
7. **It follows, in my professional opinion, that the principal “cause of the concerns” that led to the summary review being launched (to cite paragraph 11.20 of the s.182 Guidance to the Licensing Act 2003) was the hotel permitting externally promoted events to take place in the Perception Bar. Therefore, the appropriate and proportionate primary response to promote the licensing objectives would be for the W hotel not to entertain externally promoted events in the future.**

Summary of expertise – Adrian Studd.

8. I retired from the police service on 2nd November 2012 having completed 31 years exemplary service with the Metropolitan Police in London. Between January 2012 and my retirement, I was employed as the Chief Inspector in charge of licensing for the London Olympic Games 2012. In this role, I headed up a team of officers with responsibility for supervision of licensing compliance at all the Olympic venues, including the Olympic Park. In addition, I was responsible for ensuring that any associated events were properly licensed, sufficiently staffed and operated in accordance with the licensing legislation and best practice in order to ensure the safe and effective delivery of the Olympic Games.
9. In addition to leading my team, I visited and worked with both the Olympic Park management and many other venues, reviewing their policies and procedures and ensuring that the Games were delivered safely and securely. The success of this operation not only protected the reputation of the MPS but provided positive benefits for the profile of the MPS and the United Kingdom. I was awarded an Assistant Commissioners Commendation for this work.

10. Prior to this role, between January 2002 and January 2012, I was employed first as an Inspector and then as a Chief Inspector on the MPS Clubs and Vice Unit (Now SCD9 Serious and Organised crime command). My responsibilities over this period focussed on licensing and included day to day supervision of the licensing team that had a London wide remit to support the Boroughs with licensing activity.
11. Providing both Overt and Covert support for policing problem licensed premises across London, my team worked with premises when licensing issues were identified, to address these problems through the use of action plans in order to raise their standards. Where this failed, I would support the Boroughs with evidence for use at review hearings if required. I devised and implemented the MPS strategy 'Safe and Sound' which seeks to improve the safety of customers at licensed premises by reducing violent and other crime, in particular gun crime and the most serious violence. I also developed the Promoters Forum and risk assessment process, and together these initiatives contributed to an overall reduction in violence in London of 5% and of the most serious violence and gun crime at licensed premises by 20% whilst I was there.
12. From 2004 until 2008, my role included representing the MPS and ACPO licensing lead both in London and Nationally. In this role, I developed key partnerships with industry, NGOs and Government departments in order to improve the standards at licensed premises. I sat on the BII working party and helped develop the national training for Door Supervisors and worked with the SIA to successfully introduce the new regime within London. I sat on several Government working parties and worked closely with the alcohol harm reduction team on identifying best practice and ensuring this was used both within London and nationally by police and local authorities.
13. I was involved with Best Bar None for several years and successfully helped several boroughs to implement the initiative. I was a trained Purple Flag and Best Bar none assessor and, until my retirement, I sat on the Board for Best Bar None in the Royal Borough of Kensington and Chelsea. For the last five years of my service, I was in charge of licensing for the Notting Hill Carnival, the largest street carnival in Europe. During this time, I contributed to a reduction in violence overall at the Carnival and delivered increased seizures of illegal alcohol, reduction of unlicensed alcohol sales and

a reduction in alcohol related violence. In addition to the above, I have attended many internal MPS training and qualification courses, and I am trained in conducting health and safety risk assessments and hold the National Certificate for Licensing Practitioners, issued by the British Institute of Inn keeping (BII).

14. Following my retirement, I set up a licensing consultancy to improve standards and provide independent advice for premises requiring a local authority licence. Since then, I have provided evidence gathering services and advice to a broad range of licensed premises on a variety of issues, including crime and disorder, cumulative impact, sexual entertainment, street drinking, rough sleepers, age related products, betting and gaming and planning. This work has involved premises that benefit from licences for activities such as alcohol on and off licences, betting premises licences, SEV licences and late-night refreshment. I have provided expert witness evidence at both local authority and appeal court hearings.

Premises Inspection.

15. I attended the premises on Tuesday the 26th July 2022 and met with a number of the hotel senior management team including [REDACTED] the Multi-Property General Manager, [REDACTED] and [REDACTED] the bar manager. I also attended a meeting with hotel senior management and police on Thursday the 28th of July 2022.
16. On arrival at the hotel on 26th July I was greeted by a host who explained that only residents were currently permitted into the hotel, I explained the purpose of me attending the hotel and [REDACTED] was called to meet me in the foyer.
17. It was explained to me that due to the interim steps condition restricting the sale of alcohol to residents and up to 4 bone fide guests of each resident only residents were permitted to enter the hotel: This ensures that the condition is fully complied with and is good practice demonstrating a responsible approach to the current situation. This approach was reinforced during my meeting where it was clear to me that the management were genuinely concerned about the incident that had taken place and determined to ensure that no similar incident could occur in the future.

18. With [REDACTED] I went through the documentation from the night of the event and the incident, and the CCTV and I inspected the lounge and bar area where the event took place. It is attractively furnished with high quality fittings and furnishings. I inspected the toilets and thoroughly swabbed them with cocaine wipes but could find no trace of cocaine anywhere. I had not put the management on notice I would be carrying out the swab tests. Although, of course, the toilets are regularly cleaned it is my experience that cocaine residue remains even after cleaning, and it is common for me to find traces even after some time and extensive cleaning. These results add strong support to the suggestion that, unlike many similar venues in central London, cocaine use is probably not endemic in the toilet area of the hotel bar and the evidence of drug use by customers on the night of 10 July 2022 was out of character for the venue.
19. I was advised that during the event that led to the review all drinks had been dispensed in polycarbonate drinking vessels, which is best practice. However there were small bottles of syrups on the bar, and I advised that these should be removed during events to prevent them being picked up and used as weapons. Overall I found the space to be attractively and expensively furnished in a style suitable for a five-star hotel bar that provides food and drinks in a relaxed environment and also has music and dancing.
20. The W hotel predominately provides a hotel bar environment with music and dancing on a Friday and Saturday night. These nights are curated by the hotel's music curator [REDACTED] and use DJ's directly engaged by the hotel. Those attending are generally hotel residents and guests of non-residents although outsiders are also permitted to enter. On these nights the events are not promoted externally by an independent event promoter. The hotel retains full control over the music, DJ's and those attending. This is in contrast to a promoted event where to a significant extent control is handed over to the promoter who invites guests, engages DJ's and has, too an extent, control over the music played. There have been no significant incidents involving customers at any of these internal events.
21. In my experience promoted events pose a much higher risk to a premises than internally organised nights. In effect the premises hands over significant management, and therefore control, of the event control to the promoter but the premises retains all the responsibility if something goes wrong. As in this case, if it all goes wrong the premises management is left to sort it out while the promoter is free to move on to another

premises.

Review of incident.

22. The incident occurred on the night of 10th July 2022 during a promoted event that was held at the premises by the promoter 'Chaletlondon'. I have reviewed the CCTV footage from the night of the incident, the review application papers submitted by police, and seen various reports including the Licensing Sub-Committee's summary of the review application and the Interim Steps decision.
23. Prior to the event taking place the hotel management conducted a risk assessment without concerns becoming known. The hotel holds a considerable number of promoted events and has an established risk assessment process; there are many examples of events not being taken on if the assessment is that it presents an unacceptable risk. 'Chaletlondon' had held a previous event at the W Hotel that passed off without incident. Overall the premises demonstrated due diligence prior to agreeing to the event.
24. The CCTV shows that the event was not crowded and earlier in the evening was good natured. As the evening wears on it becomes evident that some individuals are visiting the toilets more often than would be expected (the suspicion being they are taking drugs) and door supervisors deal with this, including ejecting a male from the premises.
25. There is a high level of security at the event with a total of six (6) SIA door supervisors employed, including the two regular hotel security guards and an additional four (4) specifically employed for the night and supplied by an external SIA provider. With the numbers attending, 114 had been clicked in and some had left, there were approximately 80 still present during the disturbance. The SIA provision significantly exceeded the industry guidelines of 1 SIA per 100 people.
26. During the course of the evening the frequency at which males attended the toilets raised concern with security and staff. It was the hotel's pro-active and responsible detection of the potential drug issue that eventually led to the incident taking place. This was undoubtedly a serious incident, however, there are a number of areas where further investigation has now identified more detail than previously known and enables more informed decision making.

27. The core of the disturbance involved a small number of males, not the 30 or 40 initially thought by police to have been taking part. Drinks were served in polycarbonate vessels, although some glasses were in use by residents in the lounge area and while some of those involved in the disturbance did grab a couple of small syrup bottles (200ml) from the bar and throw them there is no evidence of bottles of drink being wielded.
28. It is stated in the summary review application that “the number of injuries to grievous bodily harm level requiring hospitalisation was significant and this is an active investigation with multiple suspects still outstanding.” From the information I have there were no injuries that amount to a Grievous Bodily Harm injury, which is defined as ‘really serious bodily harm’ such as broken limbs or life changing injuries.
29. It appears that two door supervisors had cuts that required gluing at hospital but did not require stitches or being kept in hospital. They were taken to hospital by taxi as ambulances were not available when the extent of their injuries was disclosed to ambulance control. I am not aware of any other injured parties.
30. On arrival the two police officers who attended the incident were confronted with the door supervisors struggling to contain the individuals involved in the disturbance immediately as they left the lift. Those two officers were unable to contain the situation so withdrew until more officers arrived, by which time it appears the disorder was largely over, and the males concerned were making their escape from the bar.
31. Police requested that the area be cordoned off and preserved for forensic examination. This was done by the hotel staff but as far as I am aware no forensic examination was completed and there has been no further criminal investigation.
32. It was stated at the review hearing that police radios did not work on the first floor of the hotel during the incident. As far as I am aware police radios use the mobile phone network and this is the same as the hotel security radios. These radios work on the first floor as do mobile phones according to my tests so it is difficult to understand why one, or some, of the police radios did not appear to work properly during the incident. If this is the case, I have confirmed with the hotel management that they are happy to work with police to resolve this, if necessary by boosting the mobile phone signal if this is technically possible.

33. Criticism was levelled at the previous DPS for not being present at the premises at the time of the incident. It is a matter of fact that a premises can only have one DPS and it is not possible, at any premises that operates for more than a few hours a day, for the individual to be present at all times. The hotel is open 24 hours a day and has extensive licensed hours and it is therefore entirely reasonable that the DPS, who was present at the start of the evening, to hand over responsibility to a suitable deputy.
34. This is what took place on this occasion. The event was going smoothly with no indication that anything was going to go wrong so at about 8.30pm the DPS handed over to his deputy, a personal licence holder. The DPS left the hotel and went home but only lives a few minutes from the hotel. When the incident took place, he was contacted and was able to return to the premises within about 10 minutes.
35. The picture that has now emerged, some 3 weeks after the incident and with the benefit of time to gather evidence and review the CCTV, is considerably different to that presented to the licensing sub-committee by police on 20th July. This evidence does not exonerate the premises but does show it was less serious than initially feared and gives a clearer picture of what took place.

Conclusions.

36. Some of the details of this incident were unclear at the initial interim steps review hearing and understandably the 'worst case scenario' was considered. Through investigation the incident is now better understood, a more accurate picture has emerged, and a proportionate and effective response has been proposed. Initially the numbers involved, and injuries sustained were feared to be very serious, thankfully it has now been shown this is not the case.
37. However, the incident has highlighted weaknesses in the management of this externally promoted event and areas where change and improvement are required. The licensing sub-committee stated at the interim steps hearing that they were concerned that the hotel had insufficient control over the booking and management of promoted events. I agree

with this assessment.

38. It is a feature of all promoted events that the premises hands over a large element of control to the promoter who brings in their own DJ's, have control over the music played and manage the guest list. The promoter has little responsibility as the premises management remains responsible for ensuring that the event fully promotes the licensing objectives. If it goes wrong the promoter walks away and moves on to the next venue, the premises management is left to pick up the pieces.
39. For this reason Promoted events need to be treated with extreme caution and many venues avoid them altogether. It is notable that the only other event that has led to a licensing incident at the W hotel was during a previous promoted event on 2nd April 2022, promoted by a different promoter, where one female assaulted another customer with an ice bucket after a personal dispute.
40. Following the April incident a comprehensive review was undertaken by the premises, in consultation with police, and a number of measures were implemented via an agreed action plan. The actions included discontinuing any further use of the hotel by the promoter Allsorts, replacing the security provider with Armatus who provided security for Grosvenor House Hotel, earlier intervention by the security to prevent incidents escalating and clearing tables of any objects that could be used in the event of disorder. The police thanked the hotel for their work on this action plan.
41. Whilst in most cases two incidents in the course of a year at a large licensed venue on Leicester Square would not, objectively, be considered by police as a disproportionate level of crime and disorder, for a hotel of W's reputation these are two incidents too many. It is clear to me that the senior management recognise this and will do whatever is required to prevent any repetition
42. In my view this current incident highlights that it is not appropriate to hold externally promoted events at W Hotel in the future other than in exceptional circumstances and then only if agreed with police, in writing, in advance. It is a high end, expensively furnished hotel bar run by an experienced and effective team that manage the Perception Bar to a high standard while it operates their regular bar and music and dancing offering. This safely includes residents and non-residents in the relaxed bar environment fully

managed by the hotel.

43. To ensure these nights run in the relaxed, lounge style required the hotel has a 'Music Curator' who is responsible on all the regular nights for ensuring that the music is appropriate to the audience and premises, for example it doesn't unnecessarily hype up the customers, and that the DJ's are managed, and the premises operate in a way that supports the licensing objectives. Managing promoted events requires different skills and a different environment. To repeat a point made earlier, these internal events have not caused any issues in the past and are unlikely to do so in the future.
44. [REDACTED] has been replaced as DPS with [REDACTED] who was present at my meeting with hotel management and police. She was the food and beverage director at the prestigious sister hotel at Grosvenor House. I am satisfied that she has the relevant knowledge and experience to effectively fill the role until a suitable new permanent DPS is recruited.
45. It is my view that the premises can be permitted to reopen subject to additional conditions that will ensure that promoted events do not routinely take place, and cannot take place, without written agreement in advance from police.
46. The wording of the conditions is subject to further discussion and is to be agreed with the police and local authority. They are aimed at ensuring the hotel cannot have promoted events, without the police agreement stated above, but can continue to operate the Perception bar and W lounge as it has done up until now without incident.
47. Proposed wording of conditions:
 1. Unless the police agree otherwise in writing in relation to a particular event, there shall be no externally promoted events*.

*An "externally promoted event" is an event involving music and dancing where the event is promoted to the general public by someone other than the licence holder.

 2. Unless the police agree otherwise in writing, at any internal events* the licence holder shall:

- a) Prepare a full written risk assessment which must be signed off by the DPS or another member of the senior management team. The risk assessment shall include a record of due diligence carried out by the licence holder on the proposed user of the venue. A copy of the risk assessment must be made available upon request to police officers or authorised officers of the Council;
- b) Employ SIA door supervisors in line with the risk assessment supplied by a company with Approved Contractor Status with the SIA;
- c) Ensure the toilets are monitored to deter illegal drug use;
- d) Ensure the DPS or a nominated deputy holding a personal licence and employed by the licence holder is present throughout the event.

*An “internal event” is a pre-booked event or function involving music and dancing where alcohol is sold.

48. I am confident that the addition of these conditions is sufficient to ensure that in the future the premises will operate to a high standard fully supporting the licensing objectives.

I understand that my duty is to the sub-committee and this report has been prepared in compliance with that duty. All matters relevant to the issues on which my expert evidence is given have been included in this report. I believe the facts I state in this report to be honest and true and that the opinions I have expressed are correct to the best of my judgment. The fee for this report is not conditional on the outcome of the case in any way whatsoever.

Adrian Studd,
Independent Licensing Consultant.
02/08/2022.



Home Office

Revised Guidance issued under section 182 of the Licensing Act 2003

April 2018

11. Reviews

The review process

- 11.1 The proceedings set out in the 2003 Act for reviewing premises licences and club premises certificates represent a key protection for the community where problems associated with the licensing objectives occur after the grant or variation of a premises licence or club premises certificate.
- 11.2 At any stage, following the grant of a premises licence or club premises certificate, a responsible authority, or any other person, may ask the licensing authority to review the licence or certificate because of a matter arising at the premises in connection with any of the four licensing objectives.
- 11.3 An application for review may be made electronically, provided that the licensing authority agrees and the applicant submits a subsequent hard copy of the application, if the licensing authority requires one. The licensing authority may also agree in advance that the application need not be given in hard copy. However, these applications are outside the formal electronic application process and may not be submitted via GOV.UK or the licensing authority's electronic facility.
- 11.4 In addition, the licensing authority must review a licence if the premises to which it relates was made the subject of a closure order by the police based on nuisance or disorder and the magistrates' court has sent the authority the relevant notice of its determination, or if the police have made an application for summary review on the basis that premises are associated with serious crime and/or disorder.
- 11.5 Any responsible authority under the 2003 Act may apply for a review of a premises licence or club premises certificate. Therefore, the relevant licensing authority may apply for a review if it is concerned about licensed activities at premises and wants to intervene early without waiting for representations from other persons. However, it is not expected that licensing authorities should normally act as responsible authorities in applying for reviews on behalf of other persons, such as local residents or community groups. These individuals or groups are entitled to apply for a review for a licence or certificate in their own right if they have grounds to do so. It is also reasonable for licensing authorities to expect other responsible authorities to intervene where the basis for the intervention falls within the remit of that other authority. For example, the police should take appropriate steps where the basis for the review is concern about crime and disorder or the sexual exploitation of children. Likewise, where there are concerns about noise nuisance, it is reasonable to expect the local authority exercising environmental health functions for the area in which the premises are situated to make the application for review.
- 11.6 Where the relevant licensing authority does act as a responsible authority and applies for a review, it is important that a separation of responsibilities is still achieved in this process to ensure procedural fairness and eliminate conflicts of interest. As outlined previously in Chapter 9 of this Guidance, the distinct functions of acting as licensing authority and responsible authority should be exercised by different officials to ensure a separation of responsibilities. Further information on how licensing authorities should achieve this separation of responsibilities can be found in Chapter 9, paragraphs 9.13 to 9.19 of this Guidance.

- 11.7 In every case, any application for a review must relate to particular premises in respect of which there is a premises licence or club premises certificate and must be relevant to the promotion of one or more of the licensing objectives. Following the grant or variation of a licence or certificate, a complaint regarding a general issue in the local area relating to the licensing objectives, such as a general (crime and disorder) situation in a town centre, should generally not be regarded as a relevant representation unless it can be positively tied or linked by a causal connection to particular premises, which would allow for a proper review of the licence or certificate. For instance, a geographic cluster of complaints, including along transport routes related to an individual public house and its closing time, could give grounds for a review of an existing licence as well as direct incidents of crime and disorder around a particular public house.
- 11.8 Where a licensing authority receives a geographic cluster of complaints, the authority may consider whether these issues are the result of the cumulative impact of licensed premises within the area concerned. In such circumstances, the authority may also consider whether it would be appropriate to include a special policy relating to cumulative impact within its licensing policy statement. Further guidance on cumulative impact policies can be found in Chapter 14 of this Guidance.
- 11.9 Representations must be made in writing and may be amplified at the subsequent hearing or may stand in their own right. Additional representations which do not amount to an amplification of the original representation may not be made at the hearing. Representations may be made electronically, provided the licensing authority agrees and the applicant submits a subsequent hard copy, unless the licensing authority waives this requirement.
- 11.10 Where authorised persons and responsible authorities have concerns about problems identified at premises, it is good practice for them to give licence holders early warning of their concerns and the need for improvement, and where possible they should advise the licence or certificate holder of the steps they need to take to address those concerns. A failure by the holder to respond to such warnings is expected to lead to a decision to apply for a review. Co-operation at a local level in promoting the licensing objectives should be encouraged and reviews should not be used to undermine this co-operation.
- 11.11 If the application for a review has been made by a person other than a responsible authority (for example, a local resident, residents' association, local business or trade association), before taking action the licensing authority must first consider whether the complaint being made is relevant, frivolous, vexatious or repetitious. Further guidance on determining whether a representation is frivolous or vexatious can be found in Chapter 9 of this Guidance (paragraphs 9.4 to 9.10).

Repetitious grounds of review

- 11.12 A repetitious ground is one that is identical or substantially similar to:
- a ground for review specified in an earlier application for review made in relation to the same premises licence or certificate which has already been determined; or
 - representations considered by the licensing authority when the premises licence or certificate was granted; or
 - representations which would have been made when the application for the premises

licence was first made and which were excluded then by reason of the prior issue of a provisional statement; and, in addition to the above grounds, a reasonable interval has not elapsed since that earlier review or grant.

- 11.13 Licensing authorities are expected to be aware of the need to prevent attempts to review licences merely as a further means of challenging the grant of the licence following the failure of representations to persuade the licensing authority on an earlier occasion. It is for licensing authorities themselves to judge what should be regarded as a reasonable interval in these circumstances. However, it is recommended that more than one review originating from a person other than a responsible authority in relation to a particular premises should not be permitted within a 12 month period on similar grounds save in compelling circumstances or where it arises following a closure order.
- 11.14 The exclusion of a complaint on the grounds that it is repetitious does not apply to responsible authorities which may make more than one application for a review of a licence or certificate within a 12 month period.
- 11.15 When a licensing authority receives an application for a review from a responsible authority or any other person, or in accordance with the closure procedures described in Part 8 of the 2003 Act (for example, closure orders), it must arrange a hearing. The arrangements for the hearing must follow the provisions set out in regulations. These regulations are published on the Government's legislation website (www.legislation.gov.uk). It is particularly important that the premises licence holder is made fully aware of any representations made in respect of the premises, any evidence supporting the representations and that the holder or the holder's legal representative has therefore been able to prepare a response.

Powers of a licensing authority on the determination of a review

- 11.16 The 2003 Act provides a range of powers for the licensing authority which it may exercise on determining a review where it considers them appropriate for the promotion of the licensing objectives.
- 11.17 The licensing authority may decide that the review does not require it to take any further steps appropriate to promoting the licensing objectives. In addition, there is nothing to prevent a licensing authority issuing an informal warning to the licence holder and/or to recommend improvement within a particular period of time. It is expected that licensing authorities will regard such informal warnings as an important mechanism for ensuring that the licensing objectives are effectively promoted and that warnings should be issued in writing to the licence holder.
- 11.18 However, where responsible authorities such as the police or environmental health officers have already issued warnings requiring improvement – either orally or in writing – that have failed as part of their own stepped approach to address concerns, licensing authorities should not merely repeat that approach and should take this into account when considering what further action is appropriate. Similarly, licensing authorities may take into account any civil immigration penalties which a licence holder has been required to pay for employing an illegal worker.
- 11.19 Where the licensing authority considers that action under its statutory powers is appropriate, it may take any of the following steps:

- modify the conditions of the premises licence (which includes adding new conditions or any alteration or omission of an existing condition), for example, by reducing the hours of opening or by requiring door supervisors at particular times;
- exclude a licensable activity from the scope of the licence, for example, to exclude the performance of live music or playing of recorded music (where it is not within the incidental live and recorded music exemption)¹⁰;
- remove the designated premises supervisor, for example, because they consider that the problems are the result of poor management;
- suspend the licence for a period not exceeding three months;
- revoke the licence.

11.20 In deciding which of these powers to invoke, it is expected that licensing authorities should so far as possible seek to establish the cause or causes of the concerns that the representations identify. The remedial action taken should generally be directed at these causes and should always be no more than an appropriate and proportionate response to address the causes of concern that instigated the review.

11.21 For example, licensing authorities should be alive to the possibility that the removal and replacement of the designated premises supervisor may be sufficient to remedy a problem where the cause of the identified problem directly relates to poor management decisions made by that individual.

11.22 Equally, it may emerge that poor management is a direct reflection of poor company practice or policy and the mere removal of the designated premises supervisor may be an inadequate response to the problems presented. Indeed, where subsequent review hearings are generated by representations, it should be rare merely to remove a succession of designated premises supervisors as this would be a clear indication of deeper problems that impact upon the licensing objectives.

11.23 Licensing authorities should also note that modifications of conditions and exclusions of licensable activities may be imposed either permanently or for a temporary period of up to three months. Temporary changes or suspension of the licence for up to three months could impact on the business holding the licence financially and would only be expected to be pursued as an appropriate means of promoting the licensing objectives or preventing illegal working. So, for instance, a licence could be suspended for a weekend as a means of deterring the holder from allowing the problems that gave rise to the review to happen again. However, it will always be important that any detrimental financial impact that may result from a licensing authority's decision is appropriate and proportionate to the promotion of the licensing objectives and for the prevention of illegal working in licensed premises. But where premises are found to be trading irresponsibly, the licensing authority should not hesitate, where appropriate to do so, to take tough action to tackle the problems at the premises and, where other measures are deemed insufficient, to revoke the licence.

¹⁰ See chapter 15 in relation to the licensing of live and recorded music.

Reviews arising in connection with crime

- 11.24 A number of reviews may arise in connection with crime that is not directly connected with licensable activities. For example, reviews may arise because of drugs problems at the premises, money laundering by criminal gangs, the sale of contraband or stolen goods, the sale of firearms, or the sexual exploitation of children. Licensing authorities do not have the power to judge the criminality or otherwise of any issue. This is a matter for the courts. The licensing authority's role when determining such a review is not therefore to establish the guilt or innocence of any individual but to ensure the promotion of the crime prevention objective.
- 11.25 Reviews are part of the regulatory process introduced by the 2003 Act and they are not part of criminal law and procedure. There is, therefore, no reason why representations giving rise to a review of a premises licence need be delayed pending the outcome of any criminal proceedings. Some reviews will arise after the conviction in the criminal courts of certain individuals, but not all. In any case, it is for the licensing authority to determine whether the problems associated with the alleged crimes are taking place on the premises and affecting the promotion of the licensing objectives. Where a review follows a conviction, it would also not be for the licensing authority to attempt to go beyond any finding by the courts, which should be treated as a matter of undisputed evidence before them.
- 11.26 Where the licensing authority is conducting a review on the grounds that the premises have been used for criminal purposes, its role is solely to determine what steps should be taken in connection with the premises licence, for the promotion of the crime prevention objective. It is important to recognise that certain criminal activity or associated problems may be taking place or have taken place despite the best efforts of the licence holder and the staff working at the premises and despite full compliance with the conditions attached to the licence. In such circumstances, the licensing authority is still empowered to take any appropriate steps to remedy the problems. The licensing authority's duty is to take steps with a view to the promotion of the licensing objectives and the prevention of illegal working in the interests of the wider community and not those of the individual licence holder.
- 11.27 There is certain criminal activity that may arise in connection with licensed premises which should be treated particularly seriously. These are the use of the licensed premises:
- for the sale and distribution of drugs controlled under the Misuse of Drugs Act 1971 and the laundering of the proceeds of drugs crime;
 - for the sale and distribution of illegal firearms;
 - for the evasion of copyright in respect of pirated or unlicensed films and music, which does considerable damage to the industries affected;
 - for the illegal purchase and consumption of alcohol by minors which impacts on the health, educational attainment, employment prospects and propensity for crime of young people;
 - for prostitution or the sale of unlawful pornography;
 - by organised groups of paedophiles to groom children;
 - as the base for the organisation of criminal activity, particularly by gangs;

- for the organisation of racist activity or the promotion of racist attacks;
- for employing a person who is disqualified from that work by reason of their immigration status in the UK;
- for unlawful gambling; and
- for the sale or storage of smuggled tobacco and alcohol.

11.28 It is envisaged that licensing authorities, the police, the Home Office (Immigration Enforcement) and other law enforcement agencies, which are responsible authorities, will use the review procedures effectively to deter such activities and crime. Where reviews arise and the licensing authority determines that the crime prevention objective is being undermined through the premises being used to further crimes, it is expected that revocation of the licence – even in the first instance – should be seriously considered.

Review of a premises licence following closure order or illegal working compliance order

11.29 Licensing authorities are subject to certain timescales, set out in the legislation, for the review of a premises licence following a closure order under section 80 of the Anti-social Behaviour, Crime and Policing Act 2014 or an illegal working compliance order under section 38 of and Schedule 6 to the Immigration Act 2016. The relevant time periods run concurrently and are as follows:

- when the licensing authority receives notice that a magistrates' court has made a closure order it has 28 days to determine the licence review – the determination must be made before the expiry of the 28th day after the day on which the notice is received;
- the hearing must be held within ten working days, the first of which is the day after the day the notice from the magistrates' court is received;
- notice of the hearing must be given no later than five working days before the first hearing day (there must be five clear working days between the giving of the notice and the start of the hearing).

Review of a premises licence following persistent sales of alcohol to children

11.29 The Government recognises that the majority of licensed premises operate responsibly and undertake due diligence checks on those who appear to be under the age of 18 at the point of sale (or 21 and 25 where they operate a Challenge 21 or 25 scheme). Where these systems are in place, licensing authorities may wish to take a proportionate approach in cases where there have been two sales of alcohol within very quick succession of one another (e.g., where a new cashier has not followed policy and conformed with a store's age verification procedures). However, where persistent sales of alcohol to children have occurred at premises, and it is apparent that those managing the premises do not operate a responsible policy or have not exercised appropriate due diligence, responsible authorities should consider taking steps to ensure that a review of the licence is the norm in these circumstances. This is particularly the case where there has been a prosecution for the offence under section 147A or a closure notice has been given under section 169A of the 2003 Act. In determining the review, the licensing authority should consider revoking the licence if it considers this appropriate.

WESTMINSTER CITY COUNCIL LICENSING SUB-COMMITTEE NO.1 ("The Committee")

Wednesday 20th July 2022

Membership: Councillor Aziz Toki (Chairman), Councillor Sargent

The Metropolitan Police Service (MPS) have applied for an expedited review hearing of W Hotel, Leicester Square, 10 Wardour Street, London, W1D 6QF

INTERIM STEPS DECISION

Having carefully considered the application for an expedited review and the evidence presented by the Police and the Premises Licence Holder, both verbally and in writing, the Committee has concluded that the Premises are associated with serious crime and serious disorder and it is necessary and proportionate to take the following steps: -

To attach the additional conditions to the premises licence:

- A. The sale of alcohol shall be restricted to hotel residents and up to 4 bona fide guests of each resident.**
- B. Remove Dario Mazzoli as the DPS**

In view of the seriousness of this case, it is necessary and proportionate for all the Interim Steps and for this Interim Decision to take **immediate effect**.

Reasons: -

The Licensing Authority having received a valid application for an expedited review under Section 53 A-C of the Licensing Act 2003, from the MPS on 18th July 2022.

This is a five star hotel with associated restaurant, meeting rooms, function rooms and bar areas.

A fight broke out on 10th of July 2022 the bar area of the W Hotel, involving approximately 30/40 customers and this necessitated the Police to be called to break up the fight.

The Committee accepted the evidence presented by the Police that customers inside the Premises were arming themselves with belts and bottles and it appeared that the security were completely overwhelmed and were unable to stop the fight or disperse patrons.

The officers came under attack and used Pava spray and used their batons on the assailants but due to the severity of the violence and after coming under sustained attack, the initial officers made a tactical withdrawal and await further resources to deal with the disorder.

Supporting officers attended and contained the incident.

Security at the premises and witnesses confirmed there was drug use in the toilets, and customers attended wearing ankle tags. The manager was informed and advised that the event should not go ahead.

The number of injuries amounting to GBH and requiring hospitalisation was significant and this is an active investigation with multiple suspects still outstanding.

The event was conducted by an external promotor and had been booked for 200 ticket holders.

Two members of the premises door staff are under investigation for assaults which amounts to GBH. The DPS was present at the premises until 20.30, when he left the night manager and bar manager in charge of the event.

In April 2022 the premises held a similar event resulting in GBH injuries. The police engaged and advised of the risks of holding externally promoted events but felt that the advice was ignored.

The Committee concluded that the incident occurred at a private hire event and it would undermine the purpose of this hearing if private pre-booked events conducted by external promotors were able to take place.

Interim steps have been agreed between representatives for the Metropolitan Police Services and the PLH, namely:

In summary, the Committee is satisfied that the Premises are associated with serious crime and serious disorder and it is necessary and proportionate for the interim steps outlined to be taken and for this Decision to have immediate effect in order to prevent serious crime and disorder occurring and to promote the licensing objectives.

If the Premises Licence Holder is unhappy with the decision, he is entitled to submit a representation against the interim step taken by the Committee. If a representation is received the Licensing Authority will convene a further interim hearing within 48 hours of receipt of the representation. The premises licence holder and chief officer of Police will receive advance notice of this hearing.

The full review hearing will take place within 28 days of receipt of the Police application to review the licence. Details of this hearing will be provided in due course by the Licensing Authority.

Informative:

The Committee were concerned that:

- 1) The PLHs, W Leicester Square Limited had insufficient control over the booking and management of promoted events.

- 2) That there was no radio signal available for the emergency service on the first floor.

The Committee hopes that all injured parties are fully recovered.

The Licensing Sub-Committee
20 July 2022

Representations

Appendix 6

From: [Abbott, Karvn: WCC](#)
To: [Jackaman, Kevin: WCC](#)
Cc: [Licensing: WCC](#); [Andrew Wong](#); [MULDOON, STEVE: WCC](#)
Subject: 22/06957/LIREVX - W Hotel Leicester Square, 10 Wardour Street, London, W1D 6QF
Date: 28 July 2022 12:16:00
Attachments: [image001.png](#)

Dear Sirs

I write in relation to the application for a summary review of the premises licence for W Hotel Leicester Square, 10 Wardour Street, London, W1D 6QF.

As a responsible authority under section 13 (4) of the Licensing Act 2003 as amended under the Police and Social Responsibility Act 2011, the Licensing Authority have considered the application that the Metropolitan Police have submitted initially for a summary review and now full review and have concerns in relation to the operation of the premises and how the premises promote the four Licensing Objectives:

- Public Nuisance
- Prevention of Crime & Disorder
- Public Safety
- Protection of children from harm

The Licensing Authority raise particular concern to the promotion of crime and disorder when taking into account the evidence the Police have submitted along with their grounds for review of the premises licence.

Paragraph 12.1 of the Revised guidance issued under section 182 of Licensing Act 2003 (the 182 Guidance) in relation to summary reviews states “*Summary reviews can be undertaken when the police consider that the premises concerned are associated with serious crime or serious disorder (or both). The summary review process, set out under sections 53A-53D of the 2003 Act, allows interim conditions to be quickly attached to a licence and a fast track licence review. The provisions were inserted by section 21 of the Violent Crime Reduction Act 2006 and amended by sections 136-137 of the Policing and Crime Act 2017, including the addition of section 53D.*”

Paragraph 12.2 states “*The powers apply only where a premises licence authorises the sale of alcohol. They do not apply in respect of other premises licences, or to premises operating under a club premises certificate. The powers are aimed at tackling serious crime and serious disorder, in particular (but not exclusively) the use of guns and knives. The powers complement the general procedures in the 2003 Act for tackling crime and disorder associated with licensed premises and should be reserved for the most serious matters which cannot be adequately or otherwise redressed unless urgent action is taken. Separate powers in the Anti-social Behaviour, Crime and Policing Act 2014 provide for the instant closure of premises by the police in some circumstances (in essence, disorder or nuisance). The consequent review of premises licences by the licensing authority is provided for by section 167 of the Licensing Act 2003.*”

Paragraph 11.28 goes on to say “*Where reviews arise and the licensing authority determines that the crime prevention objective is being undermined through the premises being used to further crimes, it is expected that revocation of the licence – even in the first instance – should be seriously considered*”.

The Licensing Authority supports the review submitted by the Metropolitan Police and

the evidence that was provided at the Interim Steps Hearing on Wednesday 20th July 2022. There is extreme concerns that the Premises Licence Holder is not abiding by the four Licensing Objectives especially the prevention of Crime and Disorder.

It is for this reason and the evidence the Police have put forward the Licensing Authority submit a formal representation.

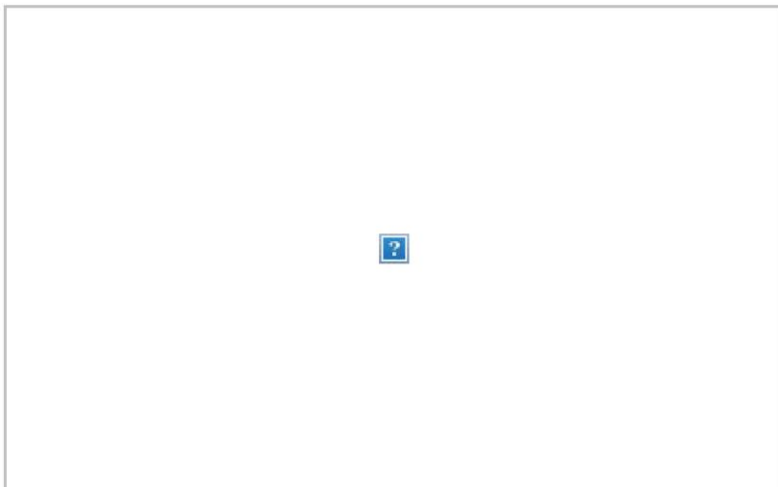
Should the Licensing Authority wish to provide further submission they will do so before the hearing.

Many Thanks

Karyn Abbott
Senior Licensing Officer
Licensing Team
Public Protection & Licensing Department

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Call Centre (for general queries) 020 7641 6500



Licence and Appeal History

Premises licence history

Application	Details of Application	Date Determined	Decision
09/05972/LIPN	New premises licence	16.10.2009	Granted by Licensing Sub-Committee
10/03079/LIPDPS	Variation of DPS	14.05.2010	Granted under delegated authority
10/06497/LIPVM	Minor variation – change of layout	17.09.2010	Granted under delegated authority
11/10418/LIPDPS	Variation of DPS	07.11.2011	Granted under delegated authority
14/01419/LIPDPS	Variation of DPS	03.03.2014	Granted under delegated authority
15/01674/LIPVM	Minor variation – change of layout	26.03.2015	Granted under delegated authority
15/10163/LIPVM	Minor variation – change of layout	26.11.2015	Granted under delegated authority
16/03578/LIPN	New premises licence in respect of the restaurant within the hotel.		Granted by Licensing Sub-Committee
17/08489/LIPVM	Minor variation – change of layout	21.08.2017	Granted under delegated authority
17/11814/LIPDPS	Variation of DPS	03.11.2017	Granted under delegated authority

There is also a separate premises licence in respect of the restaurant at the premises, which currently trades as Burger and Lobster (Licence No: 21/13272/LIPDPS)

There is no appeal history for the premises.