

## LICENSING SUB-COMMITTEE

### AGENDA

Meeting to be held in Committee Room 2, Civic Centre, on  
Wednesday, 2<sup>nd</sup> April, 2014 at 2:00p.m.

ITEM		PAGE
1.	Receipt of Declarations of Interest (if any)	
2.	Apologies for Absence	
3.	Licensing Act 2003 – Consideration of Objection Notices Given with regard to a Temporary Event Notice – Mr Chris Bungoni	1
	Report of the Deputy Chief Executive (copy herewith).	

**E. WAUGH,**  
**Head of Law & Governance.**

Civic Centre,  
SUNDERLAND.

27<sup>th</sup> March, 2014



## **REPORT OF THE DEPUTY CHIEF EXECUTIVE**

### **LICENSING SUB COMMITTEE – 2 APRIL 2014**

#### **LICENSING ACT 2003 – CONSIDERATION OF OBJECTION NOTICES GIVEN WITH REGARD TO A TEMPORARY EVENT NOTICE**

**Mr Chris Bungoni**  
**13 Stansfield Street**  
**Sunderland**  
**SR6 0JX**

#### **1.0 PURPOSE OF THE REPORT**

- 1.1 To consider objection notices given by Northumbria Police and Environmental Health with regard to a temporary event notice.

#### **2.0 DESCRIPTION OF DECISION**

- 2.1 The Sub-Committee is requested to consider the objection notices and, having regard to them, give the premises user a counter notice if they consider it necessary for the promotion of a of the licensing objectives to do so, namely the prevention of crime and disorder, prevention of public nuisance, public safety and the protection of children from harm.

#### **3.0 INTRODUCTION/BACKGROUND**

- 3.1 Mr Bungoni has given the Council a temporary event notice outlining his intention to use Unit 6 Shaw Building, Ropery Road, Sunderland for the sale by retail of alcohol and the provision of regulated entertainment during the period commencing on Saturday 19 April at 23:00 and finishing on Sunday 20 April 2014 at 04:00. A copy of the temporary event notice is attached at Appendix 1
- 3.2 Northumbria Police have objected to the temporary event notice. Their objections are based on the licensing objectives of the prevention of crime and disorder, prevention of public nuisance, public safety and the protection of children from harm and are detailed below:-

I refer to the Temporary Event Notice submitted by Chris Bungoni in respect of the event on 19<sup>th</sup> April 2014 at the factory premises of New York productions unit 6, Shaws Buildings, Deptford Tce, Sunderland.

Northumbria Police have a statutory requirement under the Licensing Act 2003 in relation to the Prevention of Crime and Disorder, Public Nuisance, Protection of Children from Harm and Public Safety. We are satisfied that allowing the events to proceed would undermine all of the Licensing objectives therefore we object to the TEN.

The Police and other responsible authorities have a duty of care to make sure such events are safe for people to attend. The event is proposed to be held in a warehouse/factory unit and in our opinion safety measures are still far from satisfactory.

In particular Mr Bungoni's application has a passing reference to CCTV which is the most important issue in respect of the licensing objective crime and disorder, each and every late night venue in Sunderland is required to have a system that meets the requirements of the Home Office scientific development branch 9HOSDB standard for identification (cctv operational requirements manual 2009 no 28/09) In effect a high standard of resolution and play back facility is a necessity. The CCTV at this factory is not fit for purpose for such a late night event we would need our Crime prevention advisor to inspect such a system is installed and working correctly with someone able to download recordings if the police or council licensing officers requested it.

I further refer to Mr Bungoni application which states the fire service have checked the premises at point 4' Introduction to event 'and deemed the premises safe to hold an event for up to 400 persons I have spoken with a representative Miss Pippa Boddy of the fire service and this is simply not true.

It should be noted that Christopher Bungoni dob 1/6/1988 has a criminal conviction which would from a policing perspective render him unsuitable to hold a personal licence. Whilst it is not a requirement for a TEN application he is the organiser and has the overall responsibility for the event. He would be the person responsible for selling alcohol and all other associated strands of the licensing objectives.

The police have no problem allowing Mr Bungoni to run an event in licensed premises which are subject to exacting standards and conditions but this venture is to take place in a factory/warehouse and is not conducive to the standards laid down by the council's statement of licensing policy.

Only one premises in the City has asked the police to extend the licensing hours beyond 3am in the past 3 years most operators have actually voluntarily reduced them and we the police are in constant dialogue to promote an earlier night time economy to allow early shift workers to begin work without having to mix with drinkers at 05:00 06:00 in the morning.

Mr Bungoni speaks of successful events held in Newcastle police enquiries reveal the events held by him have been inside approved licensed premises.

Details below show similar events that have been held by the applicant and which highlight the dangers that such events pose to party-goers and why a robust Policing response is necessary.

**21<sup>st</sup>-22<sup>nd</sup> September 2013 – Noses Point, Seaham**

- 23:21hrs Call received to inform of a rave on-going at Noses Point, Blast Beach, Seaham. Several persons with alcohol and some believed to be drink driving.
- 23:23hrs Call received of hundreds of persons in Nose Point car park near to the sea, persons have alcohol and numerous cars are parked up. Further reports received from taxi drivers in the area of large gathering.
- 23:43hrs Police attend and report more than 500+ persons at the beach most of whom are intoxicated and under the influence of drugs. An illegally organised rave was taking place with generators, sound systems, projectors and a big screen. Police identified the two organisers as Christopher Bungoni and Michael Watson who stated they had organised a few of these events. Location is hidden away and access to the site is very difficult and treacherous. Decision made due to safety and available resources not to close the rave and officers will remain on scene to maintain a Police presence and assist public safety.
- 01:39hrs Report that a male has fallen from cliff and broken his ankle. Ambulance contacted.
- 02:27hrs Report from female that someone has been glassed.
- 02:36hrs Ambulance Service has advised coast guard of event.
- 02:40hrs Update by officers that various people have injuries to their heads but have refused to give their details. Ambulances have been called to attend and check their injuries.
- 02:57hrs Call taker has phoned female reporting glassing incident who states that the male that has been glassed has left in ambulance.
- 03:13hrs Male found with two large gashes to his head and a second male with a large hole to the back of his head. Both males tried to give false details to Police. Male with hole to his head has been taken to James Cook Hospital and placed into intensive care on a ventilator as his airways were closing, hospital staff were unsure if this

was a result of his head injury or the result of him having taken drugs and having too much alcohol.

- 04:22hrs Male taken to Sunderland Hospital with two lacerations to his head, male was extremely agitated and was shouting and swearing at ambulance crew who were concerned that he may have a fractured skull, a Police officer has travelled with him in ambulance. Police remained at the hospital with him and he has received staples to the cuts on his head but refused any further treatment and signed himself out of hospital.
- 06:01hrs Police Officers from Durham attended Sunderland address to arrest male on suspicion of GBH. Male was aggressive so assistance had to be called from Northumbria Officers.
- 06:15hrs Police attend the Blast Beach and recover a dumb bell bar that is believed to be used to assault male with serious head injuries.
- 06:38hrs Male Arrested driving unfit.

#### **20<sup>th</sup> July 2013 – Substation Foxcover Road**

- 18:40hrs Call received that several vans and lots of young people are climbing over a gate on Foxcover Road on a track leading to the electric substation in the woods. Caller concerned they are going to have a rave.
- 18:57hrs Police attend and identify the two organisers Christopher Bungoni and Michael Watson. They have a sound system in place and there is currently in excess of 100 persons present. They have no licence, insurance, medical cover etc. for the event. Organisers state they are expecting 300 persons however they have no means of knowing or controlling the numbers attending. The organisers state the event will go onto 0500hrs.
- 19:51hrs Update by local neighbourhood Sergeant who is concerned at the potential for disorder and the risk to public safety caused by the gathering of large numbers of persons in a darkened area who are consuming alcohol where there are no safety procedures in place. Event will be closed by consent in a low key fashion by liaising with the organisers. Police are mindful of the possibility for serious disorder as a result of intervention and the number of resources available. If event cannot be curtailed by consent the event will be allowed to go ahead and monitored.

20:18hrs Event closed down by Police and will now be moved to a premise within Sunderland City Centre.

20:39hrs Police to remain at scene to advise any persons turning up that the event will no longer take place.

Report from neighbourhood Sergeant that at one point there were 300 persons present, most whom left by taxi. The organisers had gone to some lengths to arrange the rave hiring vans to transport electrical equipment, generators and rubbish bins. They were both advised about liaison with the local authority to legalise any such event in the future. It was felt that if the event was not shut down the numbers would have swelled and the event would have potentially lead to serious disorder.

### **1<sup>st</sup> June 2013 – Tunstall Hills**

20:22hrs Call received of party on-going at the quarry, they have windbreakers, alcohol and DJ's with loud speakers.

20:29hrs Police attend and confirm that an organised event is taking place, advice has been given about the noise. Details of organisers obtained.

23:11hrs Call from resident who is not happy as the noise from the rave is blasting out.

23:34hrs Call from resident that their family cannot get to sleep with the noise.

00:10hrs Police attend quarry and can hear music from the quarry and hills. There were approximately 200 persons there on arrival, organisers have been told to reduce the noise.

01:52hrs Party has been broken and persons are going on their way. Generator has been seized and taken back to Police station.'

- 3.3 The Council's Environmental Health Section have also objected to the temporary event notice. Their objection is based on the licensing objective of the prevention of public nuisance and public safety and is detailed below:-

'An assessment of noise has been undertaken and states that off-site noise will be controlled by ensuring that noise from the event at any noise sensitive premises will not exceed 65dBA or 75dBA (63Hz - 125Hz) between 22:00 and 04:00hrs. No background noise measurements (LA90) at noise sensitive premises have been provided.

It is likely that background sound levels at noise sensitive premises will be at least 10dB below the levels stated in the control limits above particularly during the early hours of the morning. At this level difference complaints from the occupants of residential premises are likely.

The proposed fire exit arrangements are inadequate.

The alternative means of escape is inadequate in that **ALL** doors, including those in the office area, must be a minimum of 1950mm wide and open outward in line with the evacuation route of the building, for the indicated occupancy of 400. In addition the route for evacuation through the warehouse and office area must be a protected route with suitable fire protection to prevent the spread of fire to this area. The current configuration, with some of the doors only 750mm wide and opening inwards, gives a maximum occupancy of 60 people to the premises. Even if all doors were installed at 1600mm this would still limit the maximum occupancy to 330.

There is insufficient detail provided concerning the temporary door to the shutter area and will be classed as too close to the existing fire door to be defined as separate, resulting in both doors being unavailable in the event of a fire in this vicinity, leaving the fire exist route through an high fire load unprotected area of the warehouse with some inward opening 750mm doors.

The Fire Risk Assessment provided, is not suitable and sufficient.

There is no cut off switch to the sound system upon the DJ console, linked to the fire alarm, which will cut the power to the music output to speakers in the event of the fire alarm being activated. The current arrangement of a fire steward doing this manually is not acceptable.'

#### **4.0 CURRENT POSITION**

- 4.1 The Council must hold a hearing to consider the objection notices and, having regard to them, give the premises user a counter notice if it considers it necessary for the promotion of all of the licensing objectives to do so. A counter notice will prevent the temporary event notice from being used.

#### **5.0 REASONS FOR THE DECISION**

- 5.1 To comply with the requirements of Section 105 of the Licensing Act 2003.

#### **6.0 ALTERNATIVE OPTIONS**

- 6.1 None.



## **7.0 RELEVANT CONSIDERATIONS/CONSULTATIONS**

7.1 There are no other considerations.

## **8.0 GLOSSARY**

8.1 No acronyms or abbreviations have been used in this report.

## **9.0 APPENDICES**

9.1 Appendix 1 – Temporary Event Notice.

## **10.0 BACKGROUND PAPERS**

10.1 None.

# Appendix 1

\* required information

**Section 1 of 0**

You can save the form at any time and resume it later. You do not need to be logged in when you resume.

System reference  This is the unique reference for this application generated by the system.

Your reference  You can put what you want here to help you track applications if you make lots of them. It is passed to the authority.

Are you an agent acting on behalf of the applicant? Put "no" if you are applying on your own behalf or on behalf of a business you own or work for.

Yes  No

**Applicant Details**

First name

Family name

E-mail address

Main telephone number  Include country code.

Other telephone number

Indicate here if you would prefer not to be contacted by telephone

Are you:

Applying as a business or organisation, including as a sole trader

Applying as an individual

A sole trader is a business owned by one person without any special legal structure. Applying as an individual means you are applying so you can be employed, or for some other personal reason, such as following a hobby.

**Applicant Business**

Is your business registered in the UK with Companies House?  Yes  No

Registration number

Business name  If your business is registered, use its registered name.

VAT number   Put "none" if you are not registered for VAT.

Legal status

Continued from previous page...

Your position in the business

Home country

The country where the headquarters of your business is located.

**Registered Address**

Address registered with Companies House.

Building number or name

Street

District

City or town

County or administrative area

Postcode

Country

**Section 2 of 0**

**APPLICATION DETAILS** ([See also guidance on completing the form, general notes and note 1](#))

Have you had any previous or maiden names?

- Yes  No

Your date of birth  /  /   
dd mm yyyy

Applicant must be 18 years of age or older

National Insurance number

This box need not be completed if you are an individual not liable to pay UK national insurance.

Place of birth

**Correspondence Address**

Is the address the same as (or similar to) the address given in section one?

- Yes  No

If "Yes" is selected you can re-use the details from section one, or amend them as required. Select "No" to enter a completely new set of details.

Building number or name

Street

District

City or town

County or administrative area

Postcode

Country

Continued from previous page...

### Additional Contact Details

Are the contact details the same as (or similar to) those given in section one?

If "Yes" is selected you can re-use the details from section one, or amend them as required. Select "No" to enter a completely new set of details.

- Yes  No

E-mail

Telephone number

Other telephone number

### Section 3 of 0

#### THE PREMISES

I, the proposed user, hereby give notice under section 100 of the Licensing Act 2003 of my proposal to carry out a temporary activity at the premises described below.

Give the address of the premises where you intend to carry on the licensable activities or if it has no address give a detailed description (including the Ordnance Survey references). [\(See also guidance on completing the form, note 2\)](#)

Does the premises have an address?

- Yes  No

#### Address

Is the address the same as (or similar to) the address given in section one?

If "Yes" is selected you can re-use the details from section one, or amend them as required. Select "No" to enter a completely new set of details.

- Yes  No

Building number or name

Street

District

City or town

County or administrative area

Postcode

Country

Does a premises licence or club premises certificate have effect in relation to the premises (or any part of the premises)?

- Neither  Premises licence  Club premises certificate

#### Location Details

Provide further details about the location of the event

Shaws Building is situated in an industrial location of the city without residential properties within the vicinity. There is more than 3 different routes lead to the warehouse from the closest main road. Plan to have taxis pulling up on both sides of the main road outside of the warehouse dropping customers off and carrying on in the direction they are heading to cause no congestion what so ever, a drawn out plan will be available to those attending allow make them aware and can make taxi drivers aware and station taxis who will be providing 80% of the taxis on the night will be made aware too. There will be adequate parking within the grounds for those who intend to drive to the event.

**Continued from previous page...**

If you intend to use only part of the premises at this address or intend to restrict the area to which this notice applies, give a description and details below ([see also guidance on completing the form, note 3](#))

The premises comprises of a large room which will be sectioned of and has a maximum capacity o 400. I is expected that no more than 400 people including staff, organizers stewards and performers will attend the events on the premises. There is three fire exits. Provision will be in place glow in the dark fire exit signs in the building to make everyone aware where to go incase of a fire. The whole pathway will be lit up and signed with arrows to direct all the way to the door. Fire point to be outside on in the car park unless unable to use this area then it would be in the street to towards the waste yard entrance.

Describe the nature of the premises below ([see also guidance on completing the form, note 4](#))

The premises has a large hall which is ideal to hold a musical dance event. The size of the hall will be restricted to hold a maximum of 400 persons. The premises will be used to feature a selected musical DJ performers to which attendees can listen and take part in dancing.

Describe the nature of the event below ([see also guidance on completing the form, note 5](#))

The event activities will include a limited selection musical DJ performers to which attendees can listen and take part in dancing.  
A fully licensed company Bar4Hire will operating the bar on behalf of the applicant for the licence to sell alcohol.  
A licensed security company has surveyed the building and have put forward a safety plan which they will put in place to control and maintain a safe environment.  
Provisions are in place with poralo company who will provide adequate amount of toilets over the duration of the event.  
A business account will be set up with station taxi company to allow customers to ring taxis at any time and then wait inside the grounds and wait safely under supervision of the security company until they receive a ring back service and and know there taxi is about to pull up at the main gates.

**Section 4 of 0**

**LICENSABLE ACTIVITIES**

State the licensable activities that you intend to carry on at the premises ([see also guidance on completing the form, note 6](#)):

- The sale by retail of alcohol
- The supply of alcohol by or on behalf of a club to, or to the order of, a member of the club
- The provision of regulated entertainment
- The provision of late night refreshment
- The giving of a late temporary event notice

Late notices can be given no later than 5 working days but no earlier than 9 working days before the event.  
[\(See also guidance on completing the form, note 7\).](#)

Continued from previous page...

### Event Dates

There must be a period of at least 10 working days between the date you submit this form and the date of the earliest event when you will be using these premises for licensable activities.

State the dates on which you intend to use these premises for licensable activities

[\(see also guidance on completing the form, note 8\)](#)

Event start date  /  /   
dd mm yyyy

The maximum period for using premises for licensable activities under the authority of a temporary event notice is 168 hours or seven days.

Event end date  /  /   
dd mm yyyy

State the times during the event period that you propose to carry on licensable activities (give times in 24 hour clock)

[\(see also guidance on completing the form, note 9\)](#)

State the maximum number of people at any one time that you intend to allow to be present at the premises during the times when you intend to carry on licensable activities, including any staff, organisers or performers

Note that the maximum number of people cannot exceed 499.

[\(see also guidance on completing the form, note 10\)](#)

If the licensable activities will include the supply of alcohol, state whether the supplies will be for consumption on or off the premises, or both

[\(see also guidance on completing the form, note 11\):](#)

- On the premises only  
 Off the premises only  
 Both

### Section 5 of 0

#### PERSONAL LICENCE HOLDERS [\(See also guidance on completing the form, note 12\)](#)

Do you currently hold a valid personal licence?  Yes  No

### Section 6 of 0

#### PREVIOUS TEMPORARY EVENT NOTICES [\(See also guidance on completing the form, note 13\)](#)

*Continued from previous page...*

Have you previously given a temporary event notice in respect of any premises for events falling in the same calendar year as the event for which you are now giving this temporary event notice?

Yes  No

Have you already given a temporary event notice for the same premises in which the event period:

a) Ends 24 hours or less before; or  Yes  No

b) Begins 24 hours or less after the event period proposed in this notice?

### Section 7 of 0

#### ASSOCIATES AND BUSINESS COLLEAGUES [\(See also guidance on completing the form, note 14\)](#)

Has any associate of yours given a temporary event notice for an event in the same calendar year as the event for which you are now giving a temporary event notice?

Yes  No

Has any associate of yours already given a temporary event notice for the same premises in which the event period:

a) Ends 24 hours or less before; or  Yes  No

b) Begins 24 hours or less after the event period proposed in this notice?

Has any person with whom you are in business carrying on licensable activities given a temporary event notice for an event in the same calendar year as the event for which you are now giving a temporary event notice?

Yes  No



*Continued from previous page...*

Has any person with whom you are in business carrying on licensable activities already given a temporary event notice for the same premises in which the event period:

Yes  No

- a) Ends 24 hours or less before; or
- b) Begins 24 hours or less after the event period proposed in this notice?

### Section 8 of 0

#### CONDITION

It is a condition of this temporary event notice that where the relevant licensable activities described in Section 4 above include the supply of alcohol that all such supplies are made by or under the authority of the premises user.

[\(See also guidance on completing the form, note 16\)](#)

#### PAYMENT DETAILS

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

This formality requires a fixed fee of £21

#### DECLARATION

This section should be completed by the applicant, unless you answered "Yes" to the question "Are you an agent acting on behalf of the applicant?"

Full name

Capacity

Date  /  /   
dd mm yyyy

One you're finished you need to do the following:

1. Save this form to your computer by clicking to file/save as...
2. Go back to <https://www.gov.uk/apply-for-a-licence/temporary-event-notice/sunderland/apply-1> to upload this file and continue with your application

Don't forget to make sure you have all your supporting documentation to hand.

**OFFICE USE ONLY**

Applicant reference number	<input type="text"/>
Fee paid	<input type="text"/>
Payment provider reference	<input type="text"/>
ELMS Payment Reference	<input type="text"/>
Payment status	<input type="text"/>
Payment authorisation code	<input type="text"/>
Payment authorisation date	<input type="text"/>
Date and time submitted	<input type="text"/>
Approval deadline	<input type="text"/>
Error message	<input type="text"/>
Is Digitally signed	<input type="checkbox"/>

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## **UNKNOWN RAVE UK**

**Application to hold temporary event**

[Type here]

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## Unknown Rave UK

### Introduction to Event

1. Our planned event appeals to like-minded people of all ages varying from 18 -50 who all have an interest in electronic music. We provide a night where people can come and enjoy the music they love and dance freely and express themselves in a place where they feel comfortable to do so. This event has a limited capacity and we have total control of the number of people attending by the way we sell tickets.
2. The event will be held at Unit 6 Shaw Buildings, Deptford Terrace, SR4 6DD on the 19<sup>th</sup> April 2014 and will hold a maximum capacity of 400. The duration of the event will be five hours, running from 11.00pm – 4.00am. The Building has been used by the company for over ten years, and on a daily basis they do test runs on sound system ranging from 10k up to 100k. Never in all the years trading have they received one noise complaint.
3. Numerous meetings have been held with all contractors involved in the event including the production, bar and security companies. This will ensure that we are all aware of each company's policies and safety procedures.
4. The fire brigade have completed an assessment of the unit and deemed the building is safe to host an event of this nature with a capacity of 400. We have made the police aware of the event and passed on our plan and queried whether there are any further safety measures that would like us to put in place before the event.
5. We have contacted local taxi companies so they are aware that the event is taking place and know the address.
6. New York production company have been selected as our choice because they are a well-established business who have been around many of years and catered for huge festivals and numerous dance events all over the world and there staff are trained in all areas of production ( sound + lighting + staging ).
7. 'Bar 4 Hire' have been chosen for catering due to the fact that they are a well-established business who have been around many of years and catered for huge festivals and numerous dance events all over the UK. All staff are fully trained in all areas of licensing and responsible drinking. The bar company we will be using only serves plastic cups with drinks, ensuring there is no glass what so ever available to customers. Also bar staff are trained to notice if anyone on the night is pushing limits with alcohol consumption and will refuse the sale to the person. The personal license holder who will be on site all night will be James Cowey.
8. We have chosen T3 Security because they are a firm that set an extremely high standard and also are from outside Sunderland area and enforce a zero tolerance policy under all circumstances. The reason for the outside the area company is we believe local firms who know local lads tend to give known ones leeway so therefore don't run a zero tolerance policy and we will not accept this. They will be providing us with 8 fully licensed 1<sup>st</sup> aid trained door supervisors doing ID checks on all guests attending to make sure that there is no one under the age of 18 attending our event. The only forms of ID we will be accepting are both drivers licence and passport. Door staff will be all using walkie-talkies to communicate with each other so if there was to be any issues on the night these can be dealt with within seconds, calmed down and resolved by professional personnel.
9. Each organisation involved in the event will ensure contracted staff involved in the event are in possession of a current (Disclosure Barring Service) DBS.

10. We will have all staff attend a meeting 45 minutes prior to the event so everyone can be briefed on procedures and facilities available i.e. first aid kits, fire emergency meeting point, fire extinguisher positions, toilets, first aid staff available and emergency exit routes and actions to be taken in case of an emergency.
11. In the event of an emergency all staff (bar, door, and production) are aware of their responsibilities before leaving the warehouse to guide all customers out and ensure their safety before their own. In the event of this happening, the event's organiser will inform emergency services of the incident. Once all parties are out of the building and away from danger all staff will guide customers to the fire meeting point which is located in the car park out the front of the warehouse.
12. In the event of an emergency where a customer or member of staff are hurt or are in danger the appropriate personnel who are the first aiders will be made aware of the incidents Following this they will take further action to resolve the issue and if they are in no position to then they will contact the paramedics immediately.
13. In the event of crime and disorder security will deal with the situation instantly though monitoring the behaviour of the crowd and communicating with each other though means of a walkie-talkie system. If incidents occurred where the door supervisors felt they needed further assistance in resolving the situation then the police would be immediately called.

## **UNKNOWN RAVE UK**

### **Managing an Event**

This plan was adopted at a Management Team meeting held on:

3rd February 2014



## **1. Routine checks**

Events manager will undertake routine checks on all contractors to ensure all staff are doing their jobs correctly, examples include;

- a. Bar staff work in a safe environment ensuring no trip hazards for other members of staff.
- b. Glass collectors complete routine checks and there clean spillages promptly.
- c. Door staff check the ID of all guests all night to prevent the harm of children and underage activity.
- d. Ensure production staff keep checks on the sound levels so they are kept below agreed levels.

## **2. Set up**

- a. Making sure all emergency lighting and systems are in working order.
- b. Fire extinguishers are in their correct places and staff are aware of these locations.
- c. Entrance and exits are clearly marked.
- d. All lighting and sound has undergone a safety check prior to opening.
- e. All floor levels have been assessed and deemed safe.
- f. All toilets are in working order.
- g. All electrical equipment has been checked (pat test)
- h. All staff members has been briefed on their roles and expectations of the night.

## **3. Opening**

- a. Door staff are in position ready for the first customers to arrive and guide them to the front entrance where customers need to show proof of purchase of a ticket to gain entry.
- b. Taxi marshals are out in the main street waiting for the arrival of the taxis.
- c. Bar staff are prepared and the bar is ready for customers arriving.
- d. Production Company has the volume levels set low while building is filling up.

## **4. Duration**

- a. Door staff will be doing frequent position swaps and communicating with each other throughout the night through walky-talkies.
- b. Taxi marshals are out in the main street waiting for the arrivals and departures of guests
- c. Bar staff will be serving customers while also keeping a clean safe working environment.
- d. Glass collectors will be monitoring the dance floor for spills while doing frequent collections of plastic cups and rubbish.
- e. Production Company will be doing frequent sound tests throughout the duration of the night at 30 minute intervals.
- f. Toilet attendant will be doing toilet checks throughout the night.
- g. Events management will be monitoring all contractors to make sure they are working up to standard.

## **5. Closing**

- a. Door staff preparing for the customers to start departing.
- b. Bar staff stop serving alcohol at 3:30 and start to clean up and pack away the bar.
- c. Production Company turn music off and switch lights on to illuminate the area and make customers aware the event is over.
- d. Taxi marshals are out in the main street dispersing customers into their taxis.
- e. Door staff will monitor the taxi waiting area inside the premises of unit 6.

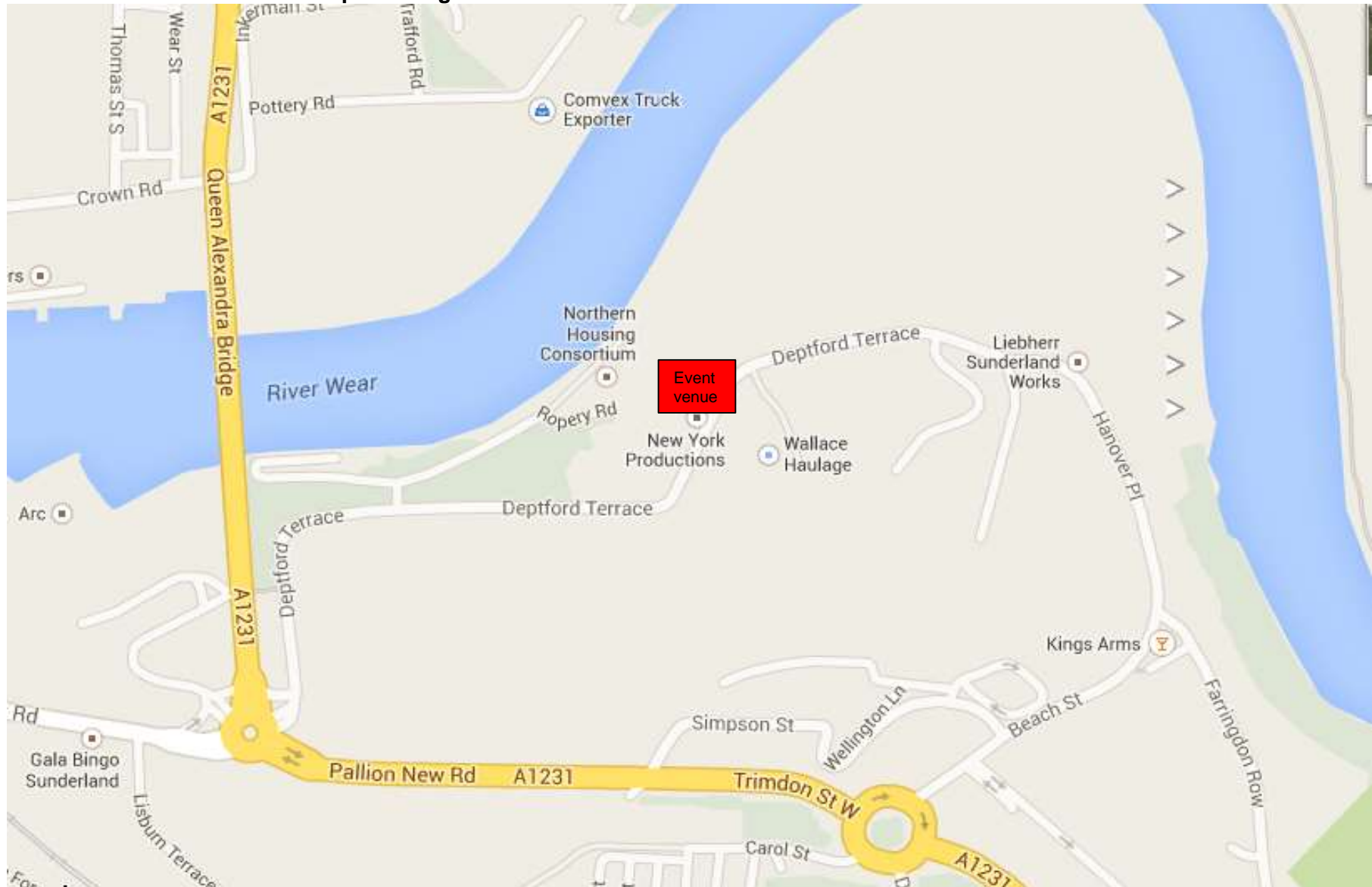
## **6. After the event**

- a. Once all customers are on their way home and the whole area is clear all staff meet inside and debrief.
- b. Door staff to liaise with management and pass on any thoughts on how to improve for our next event.
- c. Production Company will pass on their sound check report to management then start to shut down power to all equipment ready to disassemble everything the following day.
- d. Bar staff to liaise with management and pass on any thoughts on how to improve for our

next event, following this they will disassemble there bar equipment and remove it all from the warehouse with all waste what be recycled.

- e. Management will contact the police to let them know that the night is over and all customers have been dispersed safely.

Unknown Rave UK Location map showing venue



## **UNKNOWN RAVE UK**

### **Emergency Plan**

This Plan was agreed at a Management Team meeting held on:

3rd February 2014

Incident	Action Taken	Emergency Plan
Fire breaks out	<p>Warn the people within the building and the location of fire assembly point.</p> <p>Set off fire alarm and call emergency services.</p>	<p>Emergency services are to be alerted and customers have evacuated the premises.</p> <p>Attempt to put out fire only if...  - The fire extinguisher is appropriate for the type and size of fire.  - The fire is small and has not spread.</p> <p>We are able to leave the building safely and effectively with the assistance of our Fire Marshall in the event that we are unsuccessful in putting the fire out.</p> <p>Liaise with customers to see if anyone has any missing friends.</p> <p>Wait for services to arrive.</p> <p>Incident would be recorded in the incident book.</p>
A slip causes customer an ankle injury	<p>Get the attention of the closest first aider.</p> <p>Get the customer to a safe place to be assessed.</p> <p>Glass collector clean up spillage if this was the cause of the slip.</p>	<p>The first aider will assess the injury.</p> <p>If needed the ambulance services will be alerted.</p> <p>If the injury was not as serious enough to call emergency services customer would be advised to go to the walk in centre.</p> <p>We would help escort customer safely to collecting transport.</p> <p>Accident would be logged in the accident book.</p>
A fight breaks out.	<p>Door staff to be alerted immediately and notify other door staff.</p> <p>Closest door staff to the incident will address the matter professionally.</p>	<p>Door staff to defuse the situation immediately.</p> <p>Detain those involved.</p> <p>Remove offenders out of the vicinity of other customers.</p>

	<p>Management call the police.</p>	<p>The police would come to collect offenders.</p> <p>If in the case of a serious injury the ambulance services would be contacted before the police.</p> <p>First aid treatment would be given.</p> <p>Incident would be recorded in incident book.</p>
<p>Customer Overheats</p>	<p>Closest member of staff approaches the over-heated customer.</p> <p>Request the help of First Aid staff.</p>	<p>First aider will bring water.</p> <p>Asses the customer to find out the seriousness of customers conditions.</p> <p>Customer will be taken to a cool area.</p> <p>If serious the ambulance service will be called and accident logged.</p> <p>If not and the customer returns to a normal condition. They will be advised to leave and attend the walk in centre.</p> <p>Incident will be logged.</p>
<p>Staff injury while setting up. E.g. back strain</p>	<p>Staff to make management aware.</p> <p>First aider speaks with injured staff.</p> <p>First aider makes sure the injured staff member is in a safe place and comfortable position.</p>	<p>First aider will assess the injured staff member to find out the seriousness of the injury.</p> <p>If the injury is serious the ambulance service will be called.</p> <p>If the injury is minor the injured staff member will be advised to take the night off and head to the walk in centre.</p> <p>We would help escort staff safely to the collecting transport.</p> <p>Accident will be logged.</p>

		<p>Another member of staff will be called to take over the position.</p> <p>Management will contact the injured staff member the following day to check up on said member and find out what the outcome of the visit to the walk in centre was.</p>
<p>Member of staff falls from stage and injures their wrist.</p>	<p>First member of staff to notice the will get first aid help immediately.</p> <p>Door staff to secure the area so no one can cause any further harm.</p>	<p>The first aider will assess the injury.</p> <p>If needed the ambulance services will be called.</p> <p>If the injury was not as serious enough to call services the staff member would be advised to go to the walk in centre.</p> <p>We would help escort staff safely to the collecting transport.</p> <p>Accident would be logged in the accident book.</p> <p>Management will contact the injured staff member the following day to check up on said member and find out what the outcome of the visit to the walk in centre was.</p>

## Traffic Plan.



Taxi drivers will be dropping off on the side of the road and carrying on in the direction they were travelling to prevent any congestion. We will be making taxi drivers aware of this by ringing round local taxi companies before the event. Also there will be a copy of the traffic plan shared from our facebook page so that customers are also aware. We have allocated parking for up to 20 guests inside the premises of unit 6, also outside on the main road there is plenty of car park space in case more space is needed.





**Unit 6 Shaw Buildings, Deptford Terrace, Sunderland, Tyne & Wear SR4 6DD**

**Tel 0191 5651222 0191 5651444 0191 5651333 (fax)**

**[www.newyorkproductions.co.uk](http://www.newyorkproductions.co.uk)**

### **Internal**

#### **Fire evacuation procedure.**

In case of fire the fire alarms will sound and the sprinkler system will operate. All electrical systems will be switched off leaving security lighting operational. A 999 call will be made to the local fire service.

The fire steward will mute any music output and make an announcement over the public address system. (Announcement points available at 4 positions within the building)

“there is an emergency situation and we would ask everyone to leave the building by the nearest emergency exit. There are 3 exits. These are located at the front and side of the building. Leave all personal effects and leave immediately by the nearest exit. Please assemble in the car park to allow stewards to check that all personnel have left the building.”

Should the fire be at the offices end of the building then the main shutter door have a temporary structure with two double fire doors (width 1650mm each)

Fire extinguishers (water) are located at the loading area and the access doors within the warehouse area and at the front shop with CO2 extinguisher and fire blanket within the bar area.

Powder and CO2 extinguishers are located in the DJ stand area.

All personnel will be counted on admission to the building.

On evacuation a head count or roll call will be made within the containment area outside.

The fire steward will assist and advise the Fire Service of the situation when they arrive on site.



Event – UNKNOWN 011

### Risk Assessment

What are the hazards?	Who might be harmed and how?	What are you already doing?	Do you need to do anything else to control this risk?	Action by who?	Action by when?	Completed
<b>Fire – Faulty electrics</b>	If trapped staff and members of the public could suffer fatal injuries from smoke inhalation or burns.	1. Full fire risk assessment has been done and there are regular checks to make sure all control measures are in place.	No	Production manager	22/02/14	

<p><b>Slips and trips, spillages</b></p>	<p>Staff and members of the public may be injured if they trip over objects or changes in flooring level, or slip on spillages, e.g. drinks spilled on the floor.</p>	<ol style="list-style-type: none"> <li>1. Equipment is properly maintained to prevent leaks on the floor.</li> <li>2. Bar areas are kept tidy and bottles are suitable stored.</li> <li>3. Staff clean up spillages immediately and leave the floor dry.</li> <li>4. Changes in flooring level, e.g. from the bar area to the dance floor, are clearly highlighted.</li> <li>5. Cable covers are used for all electrical cables.</li> <li>6. Only plastic cups and bottles will be served.</li> </ol>	<ol style="list-style-type: none"> <li>1. Remind glass collectors and bar staff to be on the look out for spills at all times.</li> </ol>	<p>Production manager/ Events manager/ Bar staff/ Door supervisors.</p>	<p>22/02/14</p>	
<p><b>Electrical equipment and installation of Sound systems, lighting</b></p>	<p>Staff and members of the public could get shocks or burns from faulty electrical equipment. Electrical faults can also lead to fires.</p>	<ol style="list-style-type: none"> <li>1. Staff are trained in basic electrical safety and do pre-use visual checks. Any defective equipment, plugs, discolored sockets, damaged cables or switches are promptly reported.</li> <li>2. Any faulty electrical equipment is promptly taken out of use.</li> <li>3. Staff know where the fuse box is and how to safely turn off the electricity in an emergency.</li> <li>4. Safety checks of the electrical equipment and installation are carried out to make sure it continues to be safe. Where necessary this is done by a competent electrician.</li> </ol>	<ol style="list-style-type: none"> <li>1. Make sure all staff are instructed in basic electrical safety.</li> <li>2. Advise all DJs that equipment they bring to the club must be safe to use.</li> </ol>	<p>Production manager/ Technical manager.</p>	<p>22/02/14</p>	

<b>Noise</b>	All staff, but particularly DJs and bar staff, might suffer temporary or permanent hearing damage from long-term exposure to loud music.	<ol style="list-style-type: none"> <li>1. There are regular checks of the sound systems to ensure balance/proper control.</li> <li>2. Staff duties are rotated between quiet and noisy areas.</li> <li>3. Staff who are particularly at risk (e.g. bar staff, glass collectors) are provided with suitable ear plugs.</li> <li>4. Staff are informed of the risks of noise exposure and the protective measures needed.</li> </ol>	No	Production manager/ Technical manager/ Bar manager.	22/0 2/14	
<b>Threat of robbery and violence, Verbal abuse, assault</b>	<p>Staff may suffer stress and/ or injury from assaults, threats or abuse from members of the public.</p> <p>Staff and members of the public may also be injured if they get caught up in fighting.</p> <p>Random stop searches will be carried out on the night.</p>	<ol style="list-style-type: none"> <li>1. There is an adequate number of fully trained SIA badged security staff.</li> <li>2. Staffs know how to manage difficult customers and avoid confrontation.</li> <li>3. Staff does not serve drinks to intoxicated customers and are made aware of barred customers.</li> <li>4. Staff collects glasses frequently and set procedures are in place for busy events.</li> <li>5. Cashing up is done regularly, and out of customer's sight, to reduce amount of money in tills.</li> <li>6. Bar staff and security staff can contact each other via a walkie-talkie system.</li> <li>7. Staffs are trained in procedures for dealing with violence.</li> <li>8. CCTV is in operation.</li> <li>9. Information is shared with police and other licensed premises in the area.</li> </ol>	No	Door supervisors/ Bar staff.	22/0 2/14	

<b>High temperatures</b>	Staff and members of the public may suffer from dehydration or fainting if it is too hot.	All staff will be told to look out for customers suffering from dehydration. If so the member of staff shall give the customer free water and escort them outside for fresh air.	No	Door supervisors/ Bar staff.	22/0 2/14	
<b>Manual handling. Lifting and moving heavy objects or objects that are difficult to move.</b>	Staff risk injuries or back pain from handling heavy/bulky objects, eg cases of beer, speakers.	1.Trolleys and sack trucks are available and used wherever possible for moving heavy loads. 2.Only authorized staff who are trained in manual handling, move the sound system, speakers etc,	No	Technical manager/ Bar staff.	22/0 2/14	
<b>Working at height Working on the balcony, the lighting rig or performance platform.</b>	Falls from any height can cause bruising and fractures and potentially serious injuries. Staff and members of the public also risk serious injury if glasses fall or are thrown from the balcony onto lower levels.	1. All performance platforms are adequately fenced with a safe means of access. 2. Only authorized and competent staff may work on the lighting rig. 3. All other work at height, e.g. above the roof light, is done by contractors and using competent staff with appropriate equipment.	1. A door supervisor will be placed in front of the stage to stop guests mounting the platform.	Production manager/ Technical manager/ Door supervisors.	22/0 2/14	



## Fire Risk Assessment.

### Unit 6 Deptford Terrace SR46DD

- Use of premises: Nightlife Entertainment.
- Responsible persons in control of the premises.
- Dave Arkley ( Manager )
- Chris Bungoni (Event Manager)
- Telephone Numbers
- 07850653250 Dave
- 07516135998 Chris
- Date of fire risk assessment: 13/03/2014
- Name of persons who carried out this risk assessment
- Chris Bungoni
- Misha Bungoni
- Competent persons appointed to assist with fire safety measures are:
- Chris Bungoni
- Misha Bungoni (fire marshal)
- Darren Roll (fire warden experience)
- Daniel Johnson (fire warden experience)

- General statement of policy

A copy of the fire safety procedures will be given to all staff and contractors prior to the event. The purpose of the policy is to create a safe environment for all staff and customers, to protect all from potential injury and damage to health.

- General description of the premises.

A large warehouse used for storage. The section we propose to use is completely empty 12m by 21m with a solid flat concrete floor surface. Considered low risk taking into account the likelihood of a fire.

- Occupancy 400

- Total number of persons employed to work within the premises at any one time will be 20
- There is only one level in the building.
- Fire hazards found in the warehouse.
- Ignition source: Electrical equipment
- Source of fuel: Fire proof curtains
- Work processes: Fully functional PA system (lighting+sound)
- Structural features: Metal stage, concert floor, wooden bar, metal building.

- Potential fires. Size, location and spread time (eg1)  
In the likelihood of an electrical fire the positioning of the fire would be on the stage area. There is not a large amount of flammable materials in the warehouse to fuel a fire apart from the wooden bar what is on the opposite end of the warehouse to the stage. The growth of this fire is unlikely to spread in a rapid rapid manor.

- Potential fires. Size, location and spread time (eg2)  
Smoking area outside: The likelihood of a fire spreading into the warehouse is not great at all as we have smoking buckets filled with sand what will be situated in the smoking area what will be away from the warehouse entrance.

- Identify and specify the location of people at risk in the case of a fire indicating any characteristics relevant to evacuation.

All staff and contractors are given an introduction and safety procedures before the event. Staff and customers maybe in



the building when a fire breaks out. Staff will be positioned behind the bar, stage and dance floor as well as outside in the toilet area. All staff will assist customers in evacuating the premises in accordance with safety procedures.

- Elimination or reduction of risks from dangerous substance.

The only flammable substances what will be in the building will be alcohol. All sources of ignition will be kept at a safe distance to prevent any of the drinks catching fire.

- Procedures for serious and imminent danger and danger areas.

They are sufficient fire exits in the building

All staff briefed on procedures prior to the event

There is more than enough competent persons in the building for the duration of the event.

- Additional emergency measures in respect of dangerous substances.

Door supervisor's on site monitoring the customers.

- Worst case scenario fire in your premises.

Electrical equipment catches fire on stage.

There are sufficient exits from the premises which staff will guide all customers out of and direct them to the Fire assembly point.

Fire brigade called straight away.

It is anticipated that an electrical fire in the building would be a slow growth fire with there not been many highly combustible materials.

The staff will be aware of the fire procedures.

Fire doors open outwards and are adequate size.

Incase of any disabled customers we have fire exits with ramp access.

All escape routs leads to a safe place that leads to the fire assembly point. This will be situated in the car park next to the gate which will be opened in the event of an emergency.

Fire and sprinkler system in place incase of the event of a fire.

Fire safety signs and notices.

We have 8w T5 maintained exit signs C/W arrow pointing down above all exits.

We have clearly marked fire extinguishers displaying the type of extinguisher located around the dance floor, bar and Dj booth.

- Fire warning and detection system and fire-fighting arrangements

All staff will be made aware of fire procedures before the event.

Smoke and heat detectors are in place.

A sprinkler system is in place in the event of a fire.

Various fire extinguishers appointed in different locations one the venue.

- Provisions of information to employees.

All employees are given copies of all risk assessments and safety procedures before the event.

Their will be a number of staff to secure a safe evacuation.

- Provision of information to employers and the self-employed form outside undertakings.

All contractors are given copies of all risk assessments and safety procedures before the event.

Co-operation and co-ordination

We have spoke with the fire brigade to gain advice on a safe way

to run our event.

We have fully qualified first aid trained door staff in place to keep the event controlled and safe at all times.

All fire safety equipment has been fully serviced.

All maintenance records for fire safety equipment are available on request.

- General duties of employees at work.

All staff and contractors are briefed before the event and made aware of the seriousness of the responsibility they have for the safety of fellow work colleagues and customers.

- Method for calling the fire service

Once the fire alarm is raised the fire service will be called automatically via mobile phone or land line.

The existing system has a direct line to the fire station.

- Emergency action plan (EAP)

Raise the alarm using the closest fire point. (If the fire detection system does not detect the fire first)

All staff to help evacuate the customers in a safe and orderly manner.

Fire brigade to be called immediately on detection of fire.

Make sure all persons are completely clear of the building.

Only try to tackle small fires.

Don't put yourself at risk.

Make sure all customers are fit and well.

Liaise with the fire brigade on arrival.

- Training.

All contractors are given a copy of our risk assessment and safety procedures before the event so they are aware of the

fire evacuation procedure.

We will get records or all qualifications and training any of the contractors have prior to the event.

A fire evacuation drill will be carried out before the event starts.

- Fire risk assessment conclusion

I think with the safety measures in place the risk of a fire is extremely low. The main hazard what is an electrical fire is eliminated by the use of safe equipment what has been pat tested. If their was a fire the safety procedures we have in place will allow us to act fast and get everyone outside outside the building out of harms way in good time.



**UNKNOWN**

## **Unknown Rave UK Emergency Procedures**

### **POLICY STATEMENT**

It is the intention of the company to ensure that any risks arising from work activities are eliminated or reduced to a minimum. However, the company acknowledges that despite these measures it cannot be assumed that a major incident will never occur. Although such an incident is highly unlikely if all risks are adequately controlled, the consequences could be catastrophic and so the company will plan certain emergency procedures to ensure injury and damage limitation in the event of such an incident. The Company will also endeavour to give information and training as often as is necessary to all employees (and other persons, such as contractors and visitors) to enable a better understanding of these matters.

Any concerns employees may have regarding the company's emergency procedures should be reported to a responsible person immediately. The Company will then take the necessary measures to investigate and remedy the situation.

### **RECORD KEEPING**

We will maintain satisfactory records which will be readily available for inspection at any reasonable time by the relevant enforcing authorities. Records will be kept of the following.

- a. Procedures to be followed in the event of an emergency.
- b. Competent persons responsible for implementing procedures.
- c. Details of emergency evacuation drills and any other relevant training provided.
- d. Maintenance of emergency alarms and other equipment for use in an emergency.

### **Emergency Arrangements for Controlling a Major Incident**

In order to be prepared for any emergency event, the company will plan for reasonably foreseeable incidents and prepare a written plan outlining procedures to be followed in such an event. These plans will be discussed with the emergency services before being finalised. The company will, in consultation with workers and their representatives:

- a) Carry out a risk assessment to identify foreseeable major incidents for which emergency procedures would be required.
- b) Establish procedures to be followed by employees in the event of an emergency situation, including:-
  - a. raising the alarm
  - b. means of escape

- c. assembly points
  - d. summoning the emergency services
  - e. evacuation of disabled persons
- c) appoint persons to be responsible for specific procedures in the event of an emergency situation (plus deputies for those listed below to cover holiday or sick leave), including:
- a. incident controller
  - b. site main controller
  - c. employees responsible for shutting down plant and making it safe before evacuating the area
  - d. fire wardens and fire marshals
  - e. persons responsible for emergency power supplies and lighting
  - f. persons responsible for moving equipment to or from the scene of the incident
  - g. first aiders
  - h. rescuers (if appropriate)
- d) Provide a written version of the procedures to all personnel, including details of the responsibilities of persons listed in (c).
- e) Ensure there is an up to date call-out list for key personnel and that this is readily accessible.
- f) Clearly label all important items such as shut-off valves, electrical isolators and fire points or equipment.
- g) At regular intervals stage evacuation drills, test and check emergency equipment and inspect the means of escape.
- h) Keep all access routes for emergency services and all escape routes clear at all times.
- i) Assist the emergency services by clearly marking the premises and by drawing up a simple plan of the premises (e.g. showing the location of hazardous substances).
- j) Reassess the emergency plan at regular intervals and following any major change in process plant and personnel, and update or alter it as necessary.
- k) Provide training in emergency procedures for all employees, plus specialist training for those with special responsibilities.

### **SAFE SYSTEM OF WORK**

Once an emergency plan is in place, it is essential that all employees (particularly those with special responsibilities) take the appropriate actions outlined there if a major incident occurs.

1. The main site controller should:-
  - a. Ensure that the emergency services and key personnel have been summoned and the emergency plan is activated.
  - b. Direct the shutting down and evacuation of any areas likely to be affected, in consultation with the incident controller and other key personnel, and control traffic movements within the works.

- c. Ensure that personnel are accounted for and that casualties receive medical attention and relatives are informed.
  - d. Continually review and assess developments to predict the likely course of events, including the effects on areas outside the works.
  - e. Liaise with emergency services and with the HSE.
  - f. Arrange for a log of the emergency to be kept.
2. The incident controller should:-
- a. if necessary, carry out duties (a) and (b) above until the main site controller arrives
  - b. direct operations at the scene of the incident,
    - i. i.e. rescue and firefighting, until the fire brigade arrives
    - ii. searching for casualties
    - iii. evacuation of employees to assembly areas
    - iv. set up communications with the emergency control centre
    - v. advise and inform the emergency services
    - vi. Brief the main site controller.
3. Employees (without special responsibilities) should:-
- a. not attempt firefighting or other emergency action for which they have not been trained
  - b. evacuate the building as soon as the alarm is heard
  - c. assist any disabled employees to evacuate the area
  - d. switch off equipment which could further compound the risk
  - e. Report to the assembly points.

### **SUMMARY**

Most emergency situations are unlikely if all risks at the workplace are adequately controlled, but they should still be prepared for. When devising an emergency plan it is important to:-

- a) Nominate personnel to be responsible for specific emergency actions and ensure that they are trained to deal with their responsibilities.
- b) Ensure that all employees without special responsibilities are aware of how to evacuate the area without delay.
- c) Test the emergency plan and "rehearse" it at suitable intervals, reviewing it if any shortcomings become apparent.

# UNKNOWN RAVE UK

## HEALTH AND SAFETY POLICY

This policy was adopted at a Senior Management Team meeting held on:  
**3<sup>rd</sup> February 2014**



## **Introduction**

This policy identifies procedures, roles and responsibilities for ensuring that staff and contractors of UNKNOWN RAVE UK deal with health and safety issues appropriately and promptly.

Our policy is to provide and maintain safe and healthy working conditions, equipment and systems of work for all our employees/contractors, and to provide such information, training and supervision as they need for the purpose. We also accept our responsibility for the health and safety of other people who may be affected by our events.

The allocation of duties for safety matters and the particular arrangements, which we will make to implement the policy, are set out below.

The policy will be kept up to date, particularly as UNKNOWN RAVE UK changes in nature and size to ensure our responsibilities are met in relation to:

- Health & Safety at Work Act (1974)
- Management Regulations (1999)
- Other relevant current legislation.

To ensure this, the policy and the way in which it has operated will be reviewed every month.

## **Responsibilities**

Chris Bungoni, UNKNOWN RAVE UK is responsible for this policy being carried out and ensuring the preparation, implementation and review of risk assessments and safe work practices.

## **Employees/volunteers**

All employees/contractors have the responsibility to co-operate with the event manager and Trustees to achieve high standards of safety within the work area and to take reasonable care of themselves and others. Deficiencies or defects in current arrangements must be reported to the named Trustee.

Consultation between Trustees and employees/contractors is provided by:

- staff meetings
- team meetings
- staff supervision
- briefings

## **Accidents**

All accidents are to be reported to Chris Bungoni and recorded in the UNKNOWN RAVE UK accident book.

Reportable accidents are recorded on form F2508A and brought to the attention of the Health and Safety Officer by the event manager for notification to the Local Authority.

Unusual or unexpected incidents are also to be reported to the event manager and recorded in the accident book for review of current arrangements.

Accident records are located in the First Aid Box.

### **First aid**

The First Aid Box is located behind the bar/stage area. The event manager is the appointed person responsible for the First Aid Box.

The qualified first aider is the event manager.

### **Fire safety**

UNKNOWN RAVE UK operates a no smoking policy in all premises we use.

All staff/contractors will be advised of the fire action procedure, location of fire alarms and fire exits at their briefing before any event.

Fire evacuation drills are arranged by the event manager, practised at least twice before any event.

Fire-fighting equipment is available in all venues and maintained with all maintenance certificates available.

Fire alarm points have to be operational and checked quarterly.

We make it our duty to identify that escape routes are clear at all times. Any deficiencies that cannot be resolved should be reported to the fire brigade. In the event of an evacuation event managers will ensure the venue is clear of staff and customers, without endangering their own escape.

### **Housekeeping and premises**

All staff/contractors will monitor that:

- safe stacking and storage methods are followed
- standards of cleanliness and hygiene
- waste is disposed of safely in appropriate containers
- corridors and exits are kept clear and free of obstruction
- equipment in their work area is in good working order.

Employees/contractors will ensure that they co-operate with all reasonable requests from the event manager to ensure the above standards are maintained.

### **Electrical equipment**

Electrical equipment is inspected by the production company New York Productions.

The event manager will ensure a risk assessment is prepared and safe work practices are in place to ensure trailing wires are covered and fastened down, portable equipment is placed in a safe position, regular visual checks of equipment are made, and equipment faults are reported and corrected.

Employees/contractors must visually inspect equipment they use and report any defects or faults to the event manager. Equipment with known faults will not be used.

### **Manual handling**

Manual handling will be reduced as far as possible by monitor and review of all work tasks. The event manager will ensure a risk assessment is prepared of manual handling tasks and agree with employees/contractors safe work practices. These work practices will be reviewed to meet individual needs, particularly where changes in health indicate they are not appropriate e.g. pregnancy, known back complaints. Employees must bring to the attention of their event manager any health problems that may be affected by handling activities.

### **Training**

All staff/contractors will complete a briefing meeting with information about Health and Safety arrangements within the organisation before any event. Any updates or changes to these arrangements will be discussed at staff meetings.

### **Contractors**

Organisations will be informed that they must comply with the requirements of the Health & Safety at Work Act 1974 and that their employees, trainers, trainees and volunteers are made aware of their own duties and liabilities under the Act. Information will be made available to contractors of known hazards on the premises and of UNKNOWN RAVE UK emergency procedures.



## **UNKNOWN RAVE UK**

### **COMPLAINTS POLICY**

**This policy was adopted at a Senior Management Team meeting held on:**

**Signed by the Directors:**

**Signature:**

**Signature:**

**Name:**

**Name:**

**Position:** Director

**Position:** Director



### **Introduction**

This policy identifies procedures that covers complaints about the administration or procedures of UNKNOWN RAVE UK issues appropriately and promptly.

Complaints about individuals are a separate matter, complaints about an employee would be dealt with as an employment issue and complaints about a Trustee should be made to the Senior Management Team.

UNKNOWN RAVE UK is committed to providing a high quality service to everyone it deals with. In order to do this UNKNOWN RAVE UK requires that complainants tell UNKNOWN RAVE UK when it gets things wrong.

A complaint is an expression of dissatisfaction, whether justified or not.

UNKNOWN RAVE UK treats all complaints seriously. Complainants will be treated with courtesy and fairness at all times. UNKNOWN RAVE UK hopes, too that complainants will be courteous and fair in their dealings with UNKNOWN RAVE UK at all times.

Complaints are treated in confidence within UNKNOWN RAVE UK.

In order that the matter the complainant raises can be dealt with promptly and effectively, UNKNOWN RAVE UK has a procedure in place, set out below, which will ensure that this happens.

### **Steps to making a complaint**

The complaint needs to be written down and sent to the Chair of UNKNOWN RAVE UK at 13 Stansfield St Sunderland SR6 0JX. If the complainant would like help with writing the complaint, the complainant can contact the UNKNOWN RAVE UK office by telephone, and someone will assist the complainant in writing what it is that the complainant would like to say.



The complaint will be acknowledged within five working days of UNKNOWN RAVE UK having received the complaint. A full reply will be sent within 20 working days of receipt.

# UNKNOWN RAVE UK

## Internet and Email Usage Policy and Guidelines

### 1. Introduction

This policy sets out the obligations and expectations on employees of UNKNOWN RAVE UK including contractors and temporary staff, who use UNKNOWN RAVE UK's IT facilities for internet and email purposes. IT facilities are provided to assist with day to day work. It is important that they are used responsibly, are not abused, and that individuals understand the legal professional and ethical obligations that apply to them.

### 2. Authorisation

No person is allowed to use Company IT facilities who has not previously been authorised to do so by UNKNOWN RAVE UK.

### 3. Legislation

All users shall comply with the relevant legislation. This includes the following:

#### *Data Protection Act 1998/Freedom of Information Act 2000*

Any information which UNKNOWN RAVE UK holds is potentially disclosable to a requester under one of these pieces of legislation. This includes emails too.

Users need to be sure that they are not breaching any data protection when they write and send emails. This could include but is not limited to:

- Passing on personal information about an individual or third party without their consent.
- Keeping personal information longer than necessary.
- Sending personal information to a country outside the EEA.

Email should where possible be avoided when transmitting personal data about a third party. Any email containing personal information about an individual may be liable to disclosure to that individual under the Data Protection Act 1998. This includes comment and opinion, as well as factual information. Therefore this should be borne in mind when writing emails, and when keeping them.

#### *Computer Misuse Act 1990*

This Act makes it an offence to try and access any computer system for which authorisation has not been given.

#### *Copyright Design and Patents Act 1988*

Under this Act it is an offence to copy software without the permission of the owner of the copyright.

#### *Defamation Act 1996*

Under this Act it is an offence to publish untrue statements which adversely affect the reputation of a person or group of persons.

#### *Terrorism Act 2006*

This Act has makes it a criminal offence to encourage terrorism and/or disseminate terrorist publications.

#### *Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000.*

This allows for any organisation to monitor or record communications (telephone, internet, email, and fax) for defined business related purposes.

#### **4. Responsibilities**

All Users are expected to act in a manner that will not cause damage to IT facilities or disrupt IT services. Any accidental damage or disruption must be reported to IT / Line Manager as soon as possible after the incident has occurred. Users are responsible for any IT activity which is initiated under their username.

#### **Use of the Internet**

Use of the Internet by employees is encouraged where such use is consistent with their work and with the goals and objectives of UNKNOWN RAVE UK in mind.

Reasonable personal use is permissible subject to the following:

- Users must not participate in any online activities that are likely to bring UNKNOWN RAVE UK into disrepute, create or transmit material that might be defamatory or incur liability on the part of UNKNOWN RAVE UK, or adversely impact on the image of UNKNOWN RAVE UK.
- Users must not visit, view or download any material from an internet site which contains illegal or inappropriate material. This includes, but is not limited to, pornography (including child pornography), obscene matter, race hate material, violence condoning messages, criminal skills, terrorism, cults, gambling and illegal drugs.
- Users must not knowingly introduce any form of computer virus into UNKNOWN RAVE UK's computer network.
- Personal use of the internet must not cause an increase for significant resource demand, e.g. storage, capacity, speed or degrade system performance.
- Users must not "hack into" unauthorised areas.
- Users must not download commercial software or any copyrighted materials belonging to third parties, unless such downloads are covered or permitted under a commercial agreement or other such licence.
- Users must not use the internet for personal financial gain.
- Users must not use the Internet for illegal or criminal activities, such as, but not limited to, software and music piracy, terrorism, fraud, or the sale of illegal drugs.
- Users must not use the internet to send offensive or harassing material to other users.
- Use of the internet for personal reasons (e.g. online banking, shopping, information surfing) must be limited, reasonable and done only during non-work time such as lunch-time.
- Staff may face disciplinary action or other sanctions (see below) if they breach this policy and/or bring embarrassment on UNKNOWN RAVE UK or bring it into disrepute.



## Use of Email

Emails sent or received on the email system form part of the official records of UNKNOWN RAVE UK; they are not private property. UNKNOWN RAVE UK does not recognise any right of employees to impose restrictions on disclosure of emails within UNKNOWN RAVE UK. Emails may be disclosed under the Freedom of Information Act, as part of legal proceedings (e.g. tribunals), and as part of disciplinary proceedings. Users are responsible for all actions relating to their email account/pc username and should therefore make every effort to ensure no other person has access to their account.

When using Company email, users must:

- ensure they do not harm UNKNOWN RAVE UK's reputation, bring it into disrepute, incur liability on the part of UNKNOWN RAVE UK, or adversely impact on its image.
- not seek to gain access to restricted areas of the network or other "hacking activities" is strictly forbidden
- must not use email for the creation, retention or distribution of disruptive or offensive messages, images, materials or software that include offensive or abusive comments about ethnicity or nationality, gender, disabilities, age, sexual orientation, appearance, religious beliefs and practices, political beliefs or social background.
- not send email messages that might reasonably be considered by recipients to be bullying, harassing, abusive, malicious, discriminatory, defamatory, and libellous or contain illegal or offensive material, or foul language.
- not upload, download, use, retain, distribute, or disseminate any images, text, materials, or software which might reasonably be considered indecent, obscene, pornographic, or illegal.
- not engage in any activity that is likely to
  - Corrupt or destroy other users' data or disrupt the work of other users
  - Waste staff effort or Company resources, or engage in activities that serve to deny service to other users
  - Be outside of the scope of normal work-related duties – for example, unauthorised selling/advertising of goods and services
  - Affect or have the potential to affect the performance of damage or overload UNKNOWN RAVE UK system, network, and/or external communications in any way
  - Be a breach of copyright or license provision with respect to both programs and data, including intellectual property rights
- not send chain letters or joke emails from a Company account.

Personal use of UNKNOWN RAVE UK email is **not** permitted.

**UNKNOWN RAVE UK**

**QUALITY MANAGEMENT STATEMENT**

**Date of Issue/Revision:** 03/02/2014

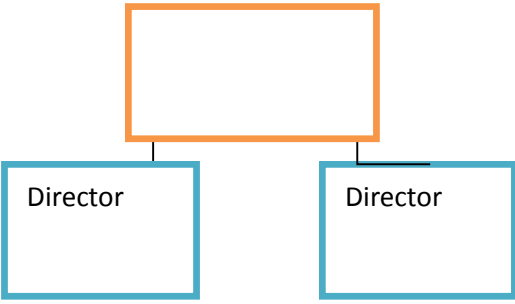
**Reference:**

**Company Background:**

Established in June 2013, Unknown Rave UK has become a household name over the past months specialising in music events across the Tyne and Wear area. The events provided are based around people’s love of house music, we deliver a music driven event in a relaxed and friendly environment which showcases both world class and local DJs to our customers.

Despite Unknown Rave UK being in business since 2013, our directors have a long history in the business and a great passion for music events as the ones they provide.

**Company Structure:**



**Quality Statement:**

Unknown Rave UK is committed to a policy of continuous improvement of standards within the company.

All employees/contractors are trained/briefed to carry out the work assigned to them in a safe and friendly manner. All employees/contractors are issued with a company approved set of procedures and standards to ensure that they are aware of what is required of them and that they work to the high standards required by the company.

Unknown Rave UK guarantees the venues chosen to host events in will have a high standard of safety and meet all fire and safety regulations set. Unknown Rave UK will carry out inspections on all proposed venues to ensure that such standards are always met.

In addition to the above Unknown Rave UK is committed to:

- Producing a quality night of entertainment which satisfies, and exceeds customer expectations.
- Provides its employees/contractors with relevant information in quality matters.
- Complying with all relevant statutory requirements.
- Providing a safe environment for its employees/contractors.
- Setting measurable quality objectives.
- Striving continually to improve performance in relation to quality.

**Quality:**

Unknown Rave UK takes all issues of quality of its service extremely seriously. At debriefing meetings any issues of quality raised by employees/contractors are reviewed and the management will make sure the appropriate action will be taken.

**Dealing with Quality Issues:**

The company bases all its quality initiatives on the target of total client satisfaction.

All employees are regularly reminded of the importance of customer satisfaction by means of briefing meetings before all events.

From time to time issues may arise. These are dealt with immediately by the Manager in charge of the venue or function involved. The Manager in Charge will deal directly with the issue taking steps to immediately remedy the cause for complaint and ensuring customer satisfaction. At the soonest possible time.

**Quality Suppliers:**

Unknown Rave UK is committed to using suppliers that have the same ethos on quality management as themselves.

Unknown Rave UK provides all its suppliers and contractors with details of its Quality Management Statement so as to ensure that its commitment to quality is understood throughout the chain.

Unknown Rave UK will endeavour to ensure that similar quality measures are in place at such suppliers and contractors.

Reviewed and issued by: Chris Bungoni. Director

03/02/2014



## UNKNOWN RAVE UK

### ENVIRONMENTAL POLICY

This policy was adopted at a Senior Management Team meeting held on:

Signed by the directors:

Signature:

Signature:

Name:

Name:

Position: **Director**

Position: **Director**



### **Introduction**

UNKNOWN RAVE UK recognizes that its activities impact on the environment through its operations.

UNKNOWN RAVE UK also acknowledges a responsibility for, and a commitment to, the protection of the environment at all levels.

It will fully comply with environmental legislation and will:

- Prevent pollution of noise, land, air and water from the company's activities
- Identify and manage key risks and ensure that arrangements are in place to respond to foreseeable environmental incidents and emergencies
- Review the actual and potential environmental impacts of all the company's activities, including those affecting the local community
- Minimise energy consumption by improving energy efficiency in line with business needs

**UNKNOWN RAVE UK**

**DATA PROTECTION POLICY**

This policy was adopted at a Management Team meeting held on:

3rd February 2014

## **Introduction**

This policy identifies procedures, roles and responsibilities for ensuring that staff of Unknown Rave UK deal with data protection issues appropriately and promptly.

Unknown Rave UK needs to collect and use certain types of information about the customers who come to our nights in order to work out who has purchased an online ticket. This personal information must be collected and dealt with appropriately whether is collected on paper, stored in a computer database, or recorded on other material and there are safeguards to ensure this under the Data Protection Act 1998.

## **Data Controller**

Unknown Rave UK is the Data Controller under the Act, which means that it determines what purposes personal information held, will be used for. It is also responsible for notifying the Information Commissioner of the data it holds or is likely to hold, and the general purposes that this data will be used for.

## **Disclosure**

The individual/service user will be made aware in most circumstances how and with whom their information will be shared. There are circumstances where the law allows Unknown Rave UK to disclose data (including sensitive data) without the data subject's consent.

Unknown Rave UK regards the lawful and correct treatment of personal information as very important to successful working and to maintaining the confidence of those with whom we deal with.

Unknown Rave UK intends to ensure that personal information is treated lawfully and correctly. To this end, Unknown Rave UK will adhere to the Principles of Data Protection, as detailed in the Data Protection Act 1998.

Specifically, the Principles require that personal information:

- a) Shall be processed fairly and lawfully and, in particular, shall not be processed unless specific conditions are met,
- b) Shall be obtained only for one or more of the purposes specified in the Act, and shall not be processed in any manner incompatible with that purpose or those purposes,
- c) Shall be adequate, relevant and not excessive in relation to those purpose(s)
- d) Shall be accurate and, where necessary, kept up to date,
- e) Shall not be kept for longer than is necessary
- f) Shall be processed in accordance with the rights of data subjects under the Act,
- g) Shall be kept secure by the Data Controller who takes appropriate technical and other measures to prevent unauthorised or unlawful processing or accidental loss or destruction of, or damage to, personal information,

- h) Shall not be transferred to a country or territory outside the European Economic Area unless that country or territory ensures an adequate level of protection for the rights and freedoms of Individuals/Service Users in relation to the processing of personal information.

Unknown Rave UK will, through appropriate management and strict application of criteria and controls:

- Observe fully conditions regarding the fair collection and use of information
- Meet its legal obligations to specify the purposes for which information is used
- Collect and process appropriate information, and only to the extent that it is needed to fulfill its operational needs or to comply with any legal requirements
- Ensure the quality of information used
- Ensure that the rights of people about whom information is held, can be fully exercised under the Act. These include:
  - The right to be informed that processing is being undertaken,
  - The right of access to one's personal information
  - The right to prevent processing in certain circumstances and
  - The right to correct, rectify, block or erase information which is regarded as wrong information)
- Take appropriate technical and organisational security measures to safeguard personal information
- Ensure that personal information is not transferred abroad without suitable safeguards
- Treat people justly and fairly whatever their age, religion, disability, gender, sexual orientation or ethnicity when dealing with requests for information
- Set out clear procedures for responding to requests for information

### **Data collection**

Informed consent is when:

- An individual service user clearly understands why their information is needed, who it will be shared with, the possible consequences of them agreeing or refusing the proposed use of the data
- And then gives their consent.

Unknown Rave UK will ensure that data is collected within the boundaries defined in this policy. This applies to data that is collected in person, or by completing a form.

When collecting data, Unknown Rave UK will ensure that the individual/service user:

- a) Clearly understands why the information is needed



- b) Understands what it will be used for and what the consequences are should the individual/service user decide not to give consent to processing
- c) As far as reasonably possible, grants explicit consent, either written or verbal for data to be processed
- d) Is, as far as reasonably practicable, competent enough to give consent and has given so freely without any duress
- e) Has received sufficient information on why their data is needed and how it will be used

### **Data Storage**

Information and records relating to service users will be stored securely and will only be accessible to authorised staff.

Information will be stored for only as long as it is needed or required statute and will be disposed of appropriately.

It is Unknown Rave UK responsibility to ensure all personal and company data is non-recoverable from any computer system previously used within the organisation, which has been passed on/sold to a third party.

### **Data access and accuracy**

All Individuals/Service Users have the right to access the information Unknown Rave UK holds about them. Unknown Rave UK will also take reasonable steps ensure that this information is kept up to date by asking data subjects whether there have been any changes.

In addition, Unknown Rave UK will ensure that:

- Everyone processing personal information understands that they are contractually responsible for following good data protection practice
- Everyone processing personal information is appropriately trained to do so
- Everyone processing personal information is appropriately supervised
- Anybody wanting to make enquiries about handling personal information knows what to do
- It deals promptly and courteously with any enquiries about handling personal information
- It describes clearly how it handles personal information
- It will regularly review and audit the ways it hold, manage and use personal information
- It regularly assesses and evaluates its methods and performance in relation to handling personal information
- All staff are aware that a breach of the rules and procedures identified in this policy may lead to disciplinary action being taken against them

This policy will be updated as necessary to reflect best practice in data management, security and control and to ensure compliance with any changes or amendments made to the Data Protection Act 1998.

In case of any queries or questions in relation to this policy please contact the Unknown Rave UK Data Protection Officer:

**Chris Bungoni - 07516135998**

## **Glossary of Terms**

**Data Controller** – The person who (either alone or with others) decides what personal information Unknown Rave UK will hold and how it will be held or used.

**Data Protection Act 1998** – The UK legislation that provides a framework for responsible behaviour by those using personal information.

**Data Protection Officer** – The person(s) responsible for ensuring that Unknown Rave UK follows its data protection policy and complies with the Data Protection Act 1998.

**Individual/Service User** – The person whose personal information is being held or processed by Unknown Rave UK for example: a client, an employee, or supporter.

**Explicit consent** – is a freely given, specific and informed agreement by an Individual/Service User in the processing of personal information about her/him. Explicit consent is needed for processing sensitive data.

**Notification** – Notifying the Information Commissioner about the data processing activities of Unknown Rave UK, as certain activities may be exempt from notification.

**Information Commissioner** – The UK Information Commissioner responsible for implementing and overseeing the Data Protection Act 1998.

**Processing** – means collecting, amending, handling, storing or disclosing personal information.

**Personal Information** – Information about living individuals that enables them to be identified – e.g. name and address. It does not apply to information about organisations, companies and agencies but applies to named persons, such as individual volunteers or employees within Unknown Rave UK.

**Sensitive data** – refers to data about:

- Racial or ethnic origin
- Political affiliations
- Religion or similar beliefs
- Trade union membership
- Physical or mental health
- Sexuality
- Criminal record or proceedings

# **UNKNOWN RAVE UK**

## **CONFLICT OF INTEREST POLICY**

This policy was adopted at a Senior Management Team meeting held on:

3<sup>rd</sup> February 2014

## **Introduction**

This policy identifies procedures, roles and responsibilities for ensuring that staff of UNKNOWN RAVE UK deal with any conflict of interest issues appropriately and promptly.

*The basic conflict of interest policy has been amended in the light of the Companies Act 2006. Note, that as the implications of the new legislation become clearer this policy will be revised.*

All staff, contractors, and Directors of UNKNOWN RAVE UK will strive to avoid any conflict of interest between the interests of the Organisation on the one hand, and personal, professional, and business interests on the other. This includes avoiding actual conflicts of interest as well as the perception of conflicts of interest.

The purpose of this policy is to protect the integrity of the Organisation's decision-making process, to enable everyone has confidence in the organisation's integrity, and to protect the integrity and reputation of contractors, staff and Directors.

Examples of conflicts of interest include:

1. A Director who is related\*\* to a member of staff and there is decision to be taken on staff pay.
2. A Director who is also on the committee of another organisation that is the same nature.

Upon appointment each Director will make a full, written disclosure of interests, such as relationships, and posts held that could potentially result in a conflict of interest. This written disclosure will be kept on file and will be updated annually or as appropriate.

In the course of meetings or activities, Directors will disclose any interests in a transaction or decision where there may be a conflict between the companies' best interests and the Director's best interests or a conflict between the best interests of two organisations that the Director is involved with. If in doubt the potential conflict must be declared anyway and clarification sought.

This policy is meant to supplement good judgment, and staff and Directors should respect its spirit as well as its wording.

\*\* A relative may be a child, parent, grandchild, grandparent, brother, sister, spouse or civil partner of the Director or any person living with the Director as his or her partner'

**UNKNOWN RAVE UK**

**DATA PROTECTION POLICY**

This policy was adopted at a Management Team meeting held on:

3rd February 2014

## **Introduction**

This policy identifies procedures, roles and responsibilities for ensuring that staff of Unknown Rave UK deal with data protection issues appropriately and promptly.

Unknown Rave UK needs to collect and use certain types of information about the customers who come to our nights in order to work out who has purchased an online ticket. This personal information must be collected and dealt with appropriately whether is collected on paper, stored in a computer database, or recorded on other material and there are safeguards to ensure this under the Data Protection Act 1998.

## **Data Controller**

Unknown Rave UK is the Data Controller under the Act, which means that it determines what purposes personal information held, will be used for. It is also responsible for notifying the Information Commissioner of the data it holds or is likely to hold, and the general purposes that this data will be used for.

## **Disclosure**

The individual/service user will be made aware in most circumstances how and with whom their information will be shared. There are circumstances where the law allows Unknown Rave UK to disclose data (including sensitive data) without the data subject's consent.

Unknown Rave UK regards the lawful and correct treatment of personal information as very important to successful working and to maintaining the confidence of those with whom we deal with.

Unknown Rave UK intends to ensure that personal information is treated lawfully and correctly. To this end, Unknown Rave UK will adhere to the Principles of Data Protection, as detailed in the Data Protection Act 1998.

Specifically, the Principles require that personal information:

- a) Shall be processed fairly and lawfully and, in particular, shall not be processed unless specific conditions are met,
- b) Shall be obtained only for one or more of the purposes specified in the Act, and shall not be processed in any manner incompatible with that purpose or those purposes,
- c) Shall be adequate, relevant and not excessive in relation to those purpose(s)
- d) Shall be accurate and, where necessary, kept up to date,
- e) Shall not be kept for longer than is necessary
- f) Shall be processed in accordance with the rights of data subjects under the Act,
- g) Shall be kept secure by the Data Controller who takes appropriate technical and other measures to prevent unauthorised or unlawful processing or accidental loss or destruction of, or damage to, personal information,

- h) Shall not be transferred to a country or territory outside the European Economic Area unless that country or territory ensures an adequate level of protection for the rights and freedoms of Individuals/Service Users in relation to the processing of personal information.

Unknown Rave UK will, through appropriate management and strict application of criteria and controls:

- Observe fully conditions regarding the fair collection and use of information
- Meet its legal obligations to specify the purposes for which information is used
- Collect and process appropriate information, and only to the extent that it is needed to fulfill its operational needs or to comply with any legal requirements
- Ensure the quality of information used
- Ensure that the rights of people about whom information is held, can be fully exercised under the Act. These include:
  - The right to be informed that processing is being undertaken,
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- Take appropriate technical and organisational security measures to safeguard personal information
- Ensure that personal information is not transferred abroad without suitable safeguards
- Treat people justly and fairly whatever their age, religion, disability, gender, sexual orientation or ethnicity when dealing with requests for information
- Set out clear procedures for responding to requests for information

### **Data collection**

Informed consent is when:

- An individual service user clearly understands why their information is needed, who it will be shared with, the possible consequences of them agreeing or refusing the proposed use of the data
- And then gives their consent.

Unknown Rave UK will ensure that data is collected within the boundaries defined in this policy. This applies to data that is collected in person, or by completing a form.

When collecting data, Unknown Rave UK will ensure that the individual/service user:

- a) Clearly understands why the information is needed

- b) Understands what it will be used for and what the consequences are should the individual/service user decide not to give consent to processing
- c) As far as reasonably possible, grants explicit consent, either written or verbal for data to be processed
- d) Is, as far as reasonably practicable, competent enough to give consent and has given so freely without any duress
- e) Has received sufficient information on why their data is needed and how it will be used

### **Data Storage**

Information and records relating to service users will be stored securely and will only be accessible to authorised staff.

Information will be stored for only as long as it is needed or required statute and will be disposed of appropriately.

It is Unknown Rave UK responsibility to ensure all personal and company data is non-recoverable from any computer system previously used within the organisation, which has been passed on/sold to a third party.

### **Data access and accuracy**

All Individuals/Service Users have the right to access the information Unknown Rave UK holds about them. Unknown Rave UK will also take reasonable steps ensure that this information is kept up to date by asking data subjects whether there have been any changes.

In addition, Unknown Rave UK will ensure that:

- Everyone processing personal information understands that they are contractually responsible for following good data protection practice
- Everyone processing personal information is appropriately trained to do so
- Everyone processing personal information is appropriately supervised
- Anybody wanting to make enquiries about handling personal information knows what to do
- It deals promptly and courteously with any enquiries about handling personal information
- It describes clearly how it handles personal information
- It will regularly review and audit the ways it hold, manage and use personal information
- It regularly assesses and evaluates its methods and performance in relation to handling personal information
- All staff are aware that a breach of the rules and procedures identified in this policy may lead to disciplinary action being taken against them

This policy will be updated as necessary to reflect best practice in data management, security and control and to ensure compliance with any changes or amendments made to the Data Protection Act 1998.



In case of any queries or questions in relation to this policy please contact the Unknown Rave UK Data Protection Officer:

**Chris Bungoni - 07516135998**

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**Sensitive data** – refers to data about:

- Racial or ethnic origin
- Political affiliations
- Religion or similar beliefs
- Trade union membership
- Physical or mental health
- Sexuality
- Criminal record or proceedings

# **UNKNOWN RAVE UK**

## **EQUAL OPPORTUNITIES AND DIVERSITY POLICY**

This policy was adopted at a Senior Management Team meeting held on:

3<sup>rd</sup> February 2014

## **Introduction**

This policy identifies procedures, roles and responsibilities for ensuring that staff and contractors of UNKNOWN RAVE UK deal with equality and diversity issues appropriately and promptly.

UNKNOWN RAVE UK is committed to promoting and valuing equality and diversity in all of our events.

Equality and diversity is the cornerstone of all of our policies and procedures. We are proud of the actions we take to eliminate discrimination and prejudice to ensure inclusion and engagement for all the people who work and contract with us or customers that wish to come to our events. We will continue to strive towards a culture that is diverse and which recognises and develops the potential of all our staff, contractors and customers and we will go above and beyond the minimum legal requirements in order to achieve this.

## **Equality**

Equality is about making sure people are treated fairly and given fair chances. Equality of opportunity is about everyone being evaluated fairly. It encompasses a range of employment legislation that's been put into place to prevent people being treated unfavourably on the basis of a range of specific factors:

- Race
- Nationality
- Ethnic or National origin
- Gender/sex
- Marital status or pregnancy
- Religion or Belief
- Sexual orientation
- Disability
- Gender re-assignment
- Age

People must not be unfairly discriminated against because of any of these factors and we must all contribute to creating a positive learning and working environment where discriminatory practices and discrimination no longer happen.

## **Diversity**

Diversity is about respecting and valuing all forms of difference in individuals and positively striving to meet the needs of different people. It goes beyond equal opportunities legislation, encompassing any aspect of an individual that isn't directly related to their ability to do a specific job or undertake a particular task such as:

- Approach to work
- Values
- Experience
- Family commitments

- Where someone lives

People with different backgrounds and attitudes bring fresh ideas and perceptions, and as a diverse organisation we can draw upon the widest range of experiences so that we can offer the best services possible and be a welcoming place to work.

However, diversity does not mean 'anything goes' – we would not encourage any particular attitudes or beliefs if they contradict our organisation's goals.

UNKNOWN RAVE UK will always try to uphold and promote good equal opportunities practices.

UNKNOWN RAVE UK does not impose any restriction. People are welcome to come to events regardless of:

- Age
- Race
- Immigration status
- Marital status
- Religion
- Gender or gender re-assignment
- Sexual orientation
- Disability
- Health including physical, mental and HIV status
- Education
- Social or economic background
- Spent criminal convictions
- Country of origin

UNKNOWN RAVE UK positively seeks out opportunities to engage with potential new members of the public which will develop our company.

Failure to comply with the principles of this policy will be regarded as misconduct.

## Quotation

**Greg Ashworth**  
**Central Insurance Services**  
**9 Croft Court**  
**Whitehills Business Park**  
**Blackpool**  
  
**FY4 5PR**

**Quote Ref: QEV34518**

**Quote Date: 17 Mar 2014**    **Issued By**  
**Quote Expiry: 24 Mar 2014**    **JACK**

**Period Of Insurance**

**Commencement Date: 19 April 2014**  
**Expiry Date: 19 April 2014**

<b>Name of Insured</b>	Chris Bungoni
<b>Address of Insured</b>	13 Stansfield Street, Sunderland, Tyne & Wear, SR6 0JX

<b>Venue</b>	Unit 6, Deptford Terrace, Greenbank Drive, Sunderland, Tyne & Wear,
<b>Type of Policy</b>	One-off
<b>Event Name</b>	"Uknown"
<b>Type Of Event</b>	Live Music Night
<b>Max Attendance</b>	400

SECTION	COVER	SINGLE ITEM LIMIT	INDEMNITY LIMIT	EXCESS	PREMIUM
1	Public Liability	0	2,000,000	250	152.00
2	Employers' Liability	0	5,000,000	0	101.00
3	Event Equipment	0	0	0	0.00
4	Cancellation Cover exc. Adverse Weather	0	0	0	0.00
5	Cancellation Cover inc. Adverse Weather	0	0	0	0.00
<b>Net Premium</b>					<b>238.68</b>
<b>Broker Comm. 15.00%</b>					<b>I.P.T. @ 6.00%</b>
					<b>14.32</b>
<b>Total Premium</b>					<b>253.00</b>

**Endorsements and Special Conditions**

Quotation is subject to receiving a hand signed and dated proposal form.

**Please note: This document is not a policy schedule. This is a quotation.**

Event Insurance Services Limited  
 20a Headlands Business Park  
 Ringwood  
 Hampshire  
 BH24 3PB



Tel: 01425 470360  
 Fax: 01425 474905

**Quotation Acceptance Slip**

**Quotation Reference: QEV34518**  
**Client Name: Chris Bungoni**

info@events-insurance.co.uk  
 www.events-insurance.co.uk

I confirm that we wish to proceed with the quotation and that no material facts have changed since the quotation was originally provided.

Signed: \_\_\_\_\_ Position: \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_\_\_



E.L. LTD  
Unit R5 Sheaf Bank Business Park  
Prospect Road  
Sheffield  
S2 3EN

0114 321 8630  
info@scldirect.co.uk  
Company Registration No. : 05947266

## Proforma Invoice

Date	Proforma No.
29/01/2014	PF-2034
	Exp. Date

Address
Chris Bungoni Unknown Rave UK 13 Stansfield Street Roper Sunderland SR6 0JX

Product Code	Description	Quantity	Rate	VAT	Amount (GBP)
EES8/M3	• 8W T5 Maintained Exit Sign c/w Arrow Down Legend	5	17.35	20.0% S	86.75

Quotation as requested.

<b>SubTotal</b>	86.75
<b>VAT Total</b>	18.41
<b>Shipping</b>	5.32
<b>Total</b>	GBP 110.48

Accepted By

Accepted Date

Payment Details: HSBC Bank, Account Name: E.L. Ltd, Account No.: 81443615, Sort Code: 40-17-04

VAT Number: 893111233

CLIENT NAME: STANIS BOURGESS MANAGEMENT

INSTALLATION ADDRESS

CLIENT ADDRESS: UNIT 6 STANIS BOURGESS MANAGEMENT SECTIONS 5 & 6 SK4 6DA

AS OFF.

DESCRIPTION AND EXTENT OF THE INSTALLATION:  tick box(es) as appropriate.  New installation  Addition to an existing installation  Alteration to an existing installation

Signature of the person responsible for this certificate: CONFIDENTIAL

Signature of the person responsible for this certificate: N/A

extent of liability of the signatory is limited to the work described above as the subject of this certificate. For the design, construction, and inspection and testing of the installation:

NATURE: DG HALLWAY DATE: 14/7/2011

INSTALLATION CHARACTERISTICS AND EARTHING ARRANGEMENTS

System Type: TNS  TT  TN-CS  TT  Means of Earthing: Installation earth electrode  Distributor's facility  Z<sub>e</sub> (by enquiry) Ω

Earth electrode resistance (R<sub>a</sub>): ROD Measured Z<sub>e</sub>: 0.12Ω Measured Z<sub>e</sub>: 0.11Ω Fault current - measured (earth fault/short-circuit) 15 kA

Method of measurement:

Earthing Conductor: Material: Copper CSA: 16 mm<sup>2</sup> Continuity Check: ✓

Protective bonding conductor(s): Material: Copper CSA: 16 mm<sup>2</sup> Continuity Check: ✓

Supply conductors material: Type BS (EN): 60147-3 Voltage rating: 415 V

Supply conductors' cross-sectional area (CSA): mm<sup>2</sup> Maximum demand (load): kVA/A\*

Operating current (I<sub>b</sub>): 30 mA Current rating (I<sub>n</sub>): 100 A

Operating time (t<sub>op</sub>): ms (applicable only where an RCD is used as a main switch)

Operating time (t<sub>op</sub>): ms (Where a smoke alarm has been installed, separate certification is required on an appropriate form.)

DETAILS OF THE ELECTRICAL CONTRACTOR

Contractor Name: DARKLEY ELECTRICAL

Contractor Address: 33 APOSTOLIAN AVENUE SOUTH AUSTIN

Contractor Postcode: 3031

DETAILS OF THE ELECTRICAL CONTRACTOR

Contractor Name: DARKLEY ELECTRICAL

Contractor Address: 33 APOSTOLIAN AVENUE SOUTH AUSTIN

Contractor Postcode: 3031

INSPECTION:  I recommend that this installation is further inspected and tested after an interval of not more than 5 years/months



**CERTIFICATE OF INCORPORATION  
OF A  
PRIVATE LIMITED COMPANY**

Company Number **8863990**

The Registrar of Companies for England and Wales, hereby certifies that

**UNKNOWN RAVE UK LTD**

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by shares, and the situation of its registered office is in England and Wales.

Given at Companies House, Cardiff, on **28th January 2014**.

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



LOCATION	ACTIVITY / RISK	POTENTIAL HAZARD	LIKELIHOOD	PROBABLE SEVERITY	RISK RATING	CONTROL MEASURES
<b>Club Night Detford 19<sup>th</sup> April 2014</b>	Set up of event hardware; Including bar units, coolers, stock	Injury through lifting or moving	Low	Low	Low	All contractors will be responsible for their own equipment and will have insurance and risk assessments.
	Fire	Smoke Inhalation Burns	Low	High	Medium	<ol style="list-style-type: none"> <li>1. All combustible material cleared away</li> <li>2. No smoking except in designated areas</li> <li>3. Ashtrays emptied regularly into metal containers</li> <li>4. Evacuation procedure in place</li> <li>5. Fire fighting equipment in place and maintained</li> <li>6. Any electrical equipment tested</li> <li>7. Management to know where isolator switches are</li> <li>8. Electrical equipment kept away from source of water</li> </ol>

LOCATION	ACTIVITY / RISK	POTENTIAL HAZARD	LIKELIHOOD	PROBABLE SEVERITY	RISK RATING	CONTROL MEASURES
	Violence / Disorder	Crowd disorder	Low	Low	Low	9. Stewards on duty at any all time.
	First Aid	Injury	Medium	Low	Medium	1. Will check with Event Organiser on first aid arrangements
	All Activities	Slips Trips and Falls	Low	Low	Low	1. All paths smooth and even, any steps clearly visible and handrails available. 2. Disabled ramps available where required 3. Areas kept clear and free of litter 4. Adequate waste bins provided
		Manual Handling	Medium	Medium	Medium	5. Adequate lighting throughout 6. Staff carrying stock will be trained in manual handling and will not carry more than 24 bottles of stock
	Emergency	Evacuation required	Low	Low	Low	1. Will check with Security on evacuation procedure

LOCATION	ACTIVITY / RISK	POTENTIAL HAZARD	LIKELIHOOD	PROBABLE SEVERITY	RISK RATING	CONTROL MEASURES
	Bar	Alcohol related incidents and disorder	Medium	Medium	Medium	<ol style="list-style-type: none"> <li>1. Bar staff will be instructed not to serve anyone under the influence of alcohol.</li> <li>2. ID will be sought if a customer is suspected of being under age (check 25)</li> <li>3. No alcohol other than that obtained from the bars will be permitted on site.</li> </ol>

	Clearance of visitors from site and securing of equipment	Unauthorised people getting on to site and injuring themselves on equipment being dismantled	Low	Low	Low	<ol style="list-style-type: none"> <li>1. All guests will be asked to leave the premises</li> <li>2. Contractors will pack up and remove all equipment after event.</li> <li>3. A secure site will be maintained until all equipment is packed up.</li> </ol>
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## CX Outside Caterer

All information supplied, including the attached proposal/statement of fact, to Commercial Express Quotes Limited on or on behalf of the Insured is deemed to be incorporated in and shall form the basis of the contract. Insurers agree to provide cover in the terms set out in this certificate during the Period of Insurance for which the Insured has paid or agreed to pay the premium. The insurance is sold in conjunction with the terms and conditions attached.

### SCHEDULE

Agent: Cater N Sure  
Agent Reference: CTSUR  
Quotation number: ctsur/00486486/2014  
Certificate Number: CEQ822523/02/14  
The Insured: Bar4hire  
Correspondence Address: Unit 17  
Westerhope Small Business Park, Redburn Road  
NEWCASTLE UPON TYNE  
Tyne and Wear  
NE5 1NF

Product: CX Outside Caterer  
Period of Insurance: Commencing 00:00 on the 06 February 2014 to 24:00 on the 05 February 2015  
And any subsequent period for which the Insurers shall accept a premium at renewal date  
Sums Insured: As per attached schedule  
Excesses: As per certificate wording

Premium:	£	483.52
I. P. T.	£	29.01
Fee:	£	15.00
Total Premium (incl. IPT, Fee):	£	527.53

Date proposal completed: 27/01/2014  
Special condition(s): As per attached schedule  
Authorised Signatory



Signed in Dudley, West Midlands for and on behalf of those Underwriters subscribing to this certificate

Dated this 27 January 2014

IMPORTANT NOTICE - Please check this Policy very carefully

The Insurers

For insurer details please refer to the policy wording

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## Sums Insured Property Schedule

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Address of property to be Insured:

Unit 17, Westerhope Small Business Park, Redburn Road, NEWCASTLE UPON TYNE, Tyne and Wear, NE5 1NF

Business Description:	Mobile Bars
Material Damage	
Business Equipment:	£10,000
Theft cover of Business Equipment from unattended motor vehicle or trailer:	No
Section 1 - Money:	£200
Section 2 - Stock in Trade:	£200
Section 3 - Business Interruption:	£0
Section 4 - Stock Deterioration following Refrigeration Breakdown:	£0
Excess:	£100
Liability	
Section A - Employers Liability:	£10,000,000
Section B - Public Liability:	£5,000,000
Section C - Products Liability:	£5,000,000
Excess	
Public/Products liability	£250
Special Conditions:	None
Interested Party:	None

**IMPORTANT NOTICE - Please check this policy very carefully**

This insurance is subject to the information detailed in this document. The Insured should carefully review the contents of the Certificate (including its attached schedule, endorsements and proposal / statement of facts). If any of the information set out therein is incorrect, the insured must notify the Commercial Express or the insurer. Failure to do so may invalidate the insurance provided.

# Proposal / Statement of Fact

**Disclosure**

**IMPORTANT NOTICE:** Please check this proposal/statement of fact for insurance very carefully.

The proposal/statement of fact, together with any other information supplied to the Insurers must not be misleading or incomplete and shall form the basis of the contract with the Insurers and shall be incorporated therein. If you are aware (having made all due enquires) of any information not specifically requested in the proposal/statement of fact but which may have a material bearing upon the Insurer's decision on whether or not to provide cover or the terms upon which such cover would be provided, you must notify the Insurer via your intermediary of it before the contract of Insurance is concluded and obtain their specific confirmation that they are willing to proceed. You must inform Insurers via your intermediary of any material alterations or additions to the statements or particulars contained within this proposal/statement of fact, which occur before any contract of Insurance based on this proposal/statement of fact is effected.

**Insured**

The following proposal/statement of fact, together with any information supplied to the insurers, will form the basis of the Insurance and any non-disclosure or misrepresentation of a material fact could invalidate all or part of the Insurance contract. Please do not note the interest of any third party in the Name of the Insured field. Any third party interests to be noted can be entered during the quotation process. A material fact is a fact likely to influence insurers assessment of the risk. If you are in any doubt as to what constitutes a material fact you should consult your colleagues or Commercial Express.

Name of the insured Bar4hire

Address for correspondence for the insured

Unit 17  
 Westerhope Small Business Park, Redburn Road  
 NEWCASTLE UPON TYNE  
 Tyne and Wear  
 NE5 1NF

What year did the Insured start trading? (YYYY) 2011

Nationwide Caterers Association  
 Is the Insured a current member of the Nationwide Caterers Association? No

**Insureds Business**

Address of business to be insured:

Unit 17, Westerhope Small Business Park, Redburn Road, NEWCASTLE UPON TYNE, Tyne and Wear, NE5 1NF

Select a trade that best matches the business in question: Mobile Bars  
 Does the above trade match exactly the insured's trade? Yes  
 Are you unsure as to the suitability of the risk? No  
 Does the Insured partake in any manual work in the Republic of Ireland? No  
 Does the insured need to note a third party interest? No

**Sums Insured**

Cover Required  
 Public/Products Liability: £5,000,000  
 Annual Turnover: up to £75,000  
 Employers Liability: £10,000,000

**Optional Covers**

Business Equipment (Anywhere in the UK)  
 Sums Insured £10,000.00  
 Is theft cover from an unattended motor vehicle or trailer required in respect of Business Equipment? No  
 Loss of Money - Level of cover required: £200.00  
 Loss of Stock - Level of cover required: £200.00  
 Is cover required for Business Interruption? No  
 Is cover required for Stock Deterioration Following Refrigeration Breakdown? No

Excesses

Material Damage (if applicable):	<input type="text" value=""/>	£100.00
Public/Products Liability at the premises:	<input type="text" value=""/>	£250.00

Employer Reference Number (ERN) / Employer PAYE Reference

*Only a very tiny minority of employers that do not pay salaries through PAYE are exempt from providing an ERN. All employers who pay PAYE must provide an ERN.*

Is the company exempt from having an ERN?  Yes

Disclosure and Claims

Has the insured;

- a) ever had insurance cover refused or cancelled or special terms imposed?  No
- b) ever been convicted or cautioned with any criminal offence, other than driving offences?  No
- c) ever been prosecuted under the Health and Safety at Work Act, the Consumer Protection Act and/or any other statutory regulations?  No
- d) ever had any claims or incidents at these or any other premises in the last 5 years?  No
- e) ever been declared bankrupts or been the subject of any winding up petition or order in this or any previous business?  No

Additional Information

Any further information or material facts you should or would like to advise Underwriters?  No

**p** I can confirm I have read and understood all questions relating to this quotation.



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## Event Organisers Schedule

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Certificate Number: CEQ822523/02/14  
The Insured: Bar4hire  
Product: CX Outside Caterer  
Period of Insurance: Commencing 00:00 on the 06 February 2014 to 24:00 on the 05 February 2015

Liability

Section A - Employers Liability:	£10,000,000
Section B - Public Liability:	£5,000,000
Section C - Products Liability:	£5,000,000

IMPORTANT NOTICE - Please check this policy very carefully

This insurance is subject to the information detailed in this document. The Insured should carefully review the contents of the Certificate (including its attached schedule, endorsements and proposal / statement of facts). If any of the information set out therein is incorrect, the insured must notify the Commercial Express or the insurer. Failure to do so may invalidate the insurance provided.

Event Organisers Schedule



Signed in Dudley, West Midlands for and on behalf of those Underwriters subscribing to this certificate

**COPY FOR EVENT ORGANISERS**

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## Public Liability Schedule

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Certificate Number: CEQ822523/02/14  
Insured: Bar4hire  
Product: CX Outside Caterer  
Period of Insurance: Commencing 00:00 on the 06 February 2014 to 24:00 on the 05 February 2015

Liability	Limits of Indemnity
Section B - Public Liability:	£5,000,000
Section C - Product Liability:	£5,000,000

IMPORTANT NOTICE - Please check this Policy very carefully

This Insurance is subject to the information detailed in this document. The Insured should carefully review the contents of the Certificate (including its attached schedule, endorsements and proposal/statement of facts). If any of the information set out therein is incorrect, the Insured must notify Commercial Express or the Insurer. Failure to do so may invalidate the Insurance provided.



Signed in Dudley, West Midlands for and on behalf of those Underwriters subscribing to this certificate

Dated this 27 January 2014

## CX Outside Caterers Liability Policy Wording

Effected through:

THIS IS TO CERTIFY that in accordance with the authorisation granted under Contract Number AG36370 to the undersigned by certain Insurance Companies, whose names and the proportions underwritten by them appear below (all of whom are hereinafter referred to as "Underwriters") and in consideration of the premium specified herein, the said Underwriters are hereby bound, each for his own part and not for another, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

THE UNDERWRITERS hereby agree to the extent and in the manner hereinafter provided, to indemnify the Insured against loss or damage sustained or legal liability for accidents happening during the period stated in the Schedule, after such loss, damage or liability are proved.

PROVIDED always that:

1. the liability of the Underwriters shall not exceed the limits of liability expressed in the said Schedule or such other limits of liability as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Underwriters;
2. this Policy insures in respect ONLY of such of the sections hereof as are so specified in the Schedule.

IN WITNESS whereof this Policy has been signed as follows:

As stated in definitions

The subscribing Underwriters obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions.

The subscribing Underwriters are not responsible for the subscription of any co-subscribing Underwriters that for any reason does not satisfy all or part of its obligations.

The Insured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

This Policy is made and accepted subject to all the provisions, conditions, warranties and exclusions set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.

In Witness whereof, this Policy has been signed at the place stated and on the date specified in the Schedule on behalf of Managing Director of Commercial Express Quotes Limited.

A circular stamp with the text "COMMERCIAL EXPRESS QUOTES LIMITED" around the perimeter. Overlaid on the stamp is a handwritten signature in black ink.

Authorised signatory

## LIABILITY INSURANCE

### 1. OPERATIVE CLAUSE

The Underwriters will indemnify the Insured against their legal liability to pay damages (including claimants' costs, fees and expenses) in accordance with the law of the United Kingdom.

This indemnity applies only to such legal liability as defined by each insured Section of this Policy arising out of the Business specified in the Schedule, subject always to the terms, conditions and exclusions of such Section and of the Policy as a whole.

### 2. DEFINITIONS

For the purpose of this Policy:

#### 2.1 Insured means:

2.1.1 the person, persons or corporate body named in the Schedule

2.1.2 subsidiary companies of the Insured notified to and accepted in writing by the Underwriters.

2.2 Business means the business conducted at or from premises in Great Britain, Northern Ireland, The Channel Islands or the Isle of Man and shall include:

2.2.1 the ownership, repair and maintenance of the Insured's own property

2.2.2 provision and management of canteen, social, sports and welfare organisations for the benefit of any Person Employed and medical, fire fighting, and security services

2.2.3 private work undertaken by any Person Employed for any director or partner of the Insured with the prior consent of the Insured.

2.3 Injury means death, bodily injury, illness or disease of or to any person.

2.4 Damage means loss of possession of or damage to tangible property.

2.5 Person Employed means any:

2.5.1 Employee being a person under a contract of service or apprenticeship with the Insured

2.5.2 labour master and persons supplied by him

2.5.3 person employed by labour only sub-contractors

2.5.4 self employed person under the control of the Insured

2.5.5 person hired to or borrowed by the Insured

2.5.6 person undertaking study or work experience or youth training scheme with the Insured working for the Insured in connection with the Business.

2.6 Insurers - The Insurers whose identity is stated in the Endorsement entitled Identity of Insurers and whose proportionate Liability will be detailed on request.

#### IDENTITY OF INSURERS

Royal & Sun Alliance Insurance plc.

Royal & Sun Alliance Insurance plc (No. 93792) is registered in England and Wales at St. Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL

AIG Europe Limited.

AIG Europe Limited is registered in England: company number 1486260. Registered address: The AIG Building, 58 Fenchurch Street, London EC3M 4AB.

Aviva Insurance Limited

Aviva Insurance Limited. Registered in Scotland No 2116. Registered Office: Pitheavlis, Perth, Scotland PH2 0NH

Covéa Insurance plc

Covea Insurance plc, Registered in England and Wales No.613259. Registered office, Norman Place, Reading, RG1 8DA

All Insurers are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

- 2.7 Product means any tangible property after it has left the custody or control of the Insured which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured.
- 2.8 Pollution means pollution or contamination of the atmosphere, or of any water, land, buildings or other tangible property.
- 2.9 Defence Costs mean costs, fees and expenses incurred by the Insured with the written consent of the Underwriters in the defence or settlement of any claim under this Policy.
- 2.10 Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

### 3 INDEMNITY TO OTHERS

The indemnity granted extends to:

- 3.1 managerial or supervisory Employees of the Insured in their business capacity for legal liabilities arising out of the performance of the Business and any director or partner of the Insured in respect of private work undertaken by any Person Employed for such director or partner with the prior consent of the Insured
- 3.2 the officers, committees and members of the Insured's canteen, social, sports, medical, fire fighting, security services and welfare organisations for legal liabilities incurred in their respective capacity as such
- 3.3 any person or firm for legal liabilities arising out of the performance of a contract with the Insured constituting the provision of labour only
- 3.4 any principal for legal liabilities arising out of work carried out by the Insured under a contract or agreement in respect of which the Insured would have been entitled to indemnity under this Policy  
  
if the claim had been made against the Insured
- 3.5 the personal representatives of any person or party indemnified by reason of this Clause 3 in respect of legal liability incurred by such person or party.

Provided always that all such persons or parties shall observe, fulfil and be subject to the terms, conditions and exclusions of this Policy as though they were the Insured.

### 4 CROSS LIABILITIES

Each person or party granted indemnity by this Policy is separately indemnified in respect of claims made against any of them by any other subject to the Underwriters' total liability not exceeding the stated Limits of Indemnity.

### 5 LIMITS OF INDEMNITY

- 5.1 SECTION A - The Underwriters' total liability to pay damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the Schedule in respect of any one claim against the Insured or series of claims against the Insured arising out of one occurrence.
- 5.2 SECTIONS B AND C - The Underwriters' total liability to pay damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the Schedule against each Section in respect of any one occurrence or series of occurrences arising from one originating cause

Provided always that the Limit of Indemnity:

- 5.2.1 under Section B in respect of liability arising out of Pollution applies to the total amount of damages (including claimants' costs, fees and expenses) payable in respect of all occurrences during the Period of Insurance
- 5.2.2 under Section C applies to the total amount of damages (including claimants' costs, fees and expenses) payable in respect of all occurrences during the Period of Insurance.

**6 DEFENCE COSTS**

The Underwriters will also pay all Defence Costs.

Defence Costs include legal expenses:

6.1 incurred by or awarded against the Insured arising out of any prosecution of the Insured:

6.1.1 for breach or alleged breach of Part 1 of the United Kingdom Health & Safety at Work Act 1974 (and/or legislation of similar effect)

6.1.2 for any offence under Part II of the Consumer Protection Act 1987 and/or Part II of the Food Safety Act 1990 (and/or legislation of similar effect)

Provided that Underwriters' shall not be liable for any fines or penalties imposed as a consequence of such Prosecution

6.2 arising out of representation at any Coroner's Inquest or Fatal Accident Inquiry

6.3 arising out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this Policy

Defence Costs will be payable in addition to the Limits of Indemnity except in respect of Section A when the Limit of Indemnity will be inclusive of Defence Costs unless this Policy is specifically endorsed to the contrary.

**7 COMPENSATION FOR COURT ATTENDANCE**

In the event of any director, partner or Employee of the Insured attending court as a witness at the request of the Underwriters in connection with a claim which is the subject of indemnity under this Policy the Underwriters will provide compensation to the Insured at the following rates for each day on which attendance is required:

7.1 any director or partner           £250

7.2 any Employee                       £100

## SECTION A - EMPLOYERS' LIABILITY

### 8 SECTION A - INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause in respect of Injury to any Person Employed arising out of and in the course of employment by the Insured and occurring during the Period of Insurance.

### 9 SECTION A - EXCLUSIONS

This Section does not apply to or include legal liability:

- 9.1 arising outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands except in respect of temporary non-manual visits by Persons Employed
- 9.2 incurred in circumstances where any road traffic legislation requires compulsory insurance or security and an indemnity is afforded to the Insured by any such insurance or security
- 9.3 arising out of work on and/or visits to any offshore rig and/or installation and/or platform from the time of embarkation onto a conveyance at the point of final departure to such offshore rig and/or installation and/or platform until disembarkation from the conveyance from such offshore rig and/or installation and/or platform onto land.
- 9.4 arising out of Terrorism except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees, in which case a sub-limit of £5,000,000 shall apply.
- 9.5 arising out of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos, except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees, in which case a sub-Limit of Indemnity of £5,000,000 shall apply.

It is a condition precedent to the liability of underwriters that the insured do not manufacture mine process distribute test remediate remove store dispose sell or use asbestos or materials or products containing asbestos.

### 10 SECTION A - COMPULSORY INSURANCE CLAUSE

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law enacted in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands relating to compulsory insurance of liability to employees.

If however, there has been non-observance of any Policy conditions by the Insured, and the Underwriters shall have paid any sum which would not have been paid but for the provisions of such law then the Insured shall forthwith repay such sum to the Underwriters.

## SECTION B - PUBLIC LIABILITY

### 11 SECTION B - INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of accidental Injury and/or Damage occurring during the Period of Insurance.

### 12 SECTION B - EXCLUSIONS

This Section does not apply to or include legal liability:

- 12.1 in respect of Injury to any Person Employed arising out of and in the course of employment by the Insured.
- 12.2 arising out of or in connection with any Product.
- 12.3 arising out of the ownership, possession or use by or on behalf of the Insured, or any person or party entitled to indemnity, of any motor vehicle or trailer for which compulsory insurance or security is required by legislation, other than legal liability:
  - 12.3.1 caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer in circumstances where compulsory insurance or security is not required by any legislation
  - 12.3.2 arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer except where indemnity is provided by any motor insurance contract
  - 12.3.3 arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking except liability for which compulsory insurance or security is required by any legislation
- 12.4 arising out of the ownership, possession or use by or on behalf of the Insured of any aircraft, hovercraft, offshore installation and/or rig and/or platform or watercraft (other than watercraft not exceeding 10 metres in length whilst on inland waterways)
- 12.5 for Damage to property owned, leased to, hired by, under hire purchase, on loan to, held in trust by or otherwise in the Insured's care, custody or control other than:
  - 12.5.1 clothing and personal effects (including vehicles and their contents) of Employees and visitors
  - 12.5.2 premises (including contents therein) temporarily occupied by the Insured for work therein or thereon but no indemnity shall be granted for Damage to that part of the property on which the Insured is or has been working and which arises out of such work
  - 12.5.3 premises tenanted by the Insured provided always that liability for such Damage is not assumed by the Insured under agreement where liability would not have existed in the absence of the agreement
- 12.6 arising out of breach of professional duty, or wrongful or inadequate advice given separately for a fee or in circumstances where a fee would normally be charged.



## SECTION C - PRODUCTS LIABILITY

### 13 SECTION C - INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of accidental Injury and/or Damage occurring during the Period of Insurance and arising out of or in connection with any Product.

### 14 SECTION C - EXCLUSIONS

This Section does not apply to or include legal liability:

14.1 in respect of Injury to any Person Employed arising out of and in the course of employment by the Insured.

14.2 for costs incurred in the repair, reconditioning or replacement of any Product or part thereof which is alleged to be defective

14.3 arising out of the recall of any Product or part thereof

14.4 arising out of any Product which with the Insured's knowledge is intended for incorporation into the structure, machinery or controls of any aircraft, other aerial device, hovercraft or waterborne craft

14.5 arising by virtue of a contract or agreement but which would not have arisen in the absence of such contract or agreement

14.6 arising from circumstances known to the Insured prior to the inception date of this Insurance.

14.7 arising from the failure of any Product to perform its intended function.

## GENERAL EXCLUSIONS

### 15 EXCLUSIONS APPLICABLE ONLY TO SECTIONS B & C

Sections B and C do not apply to or include legal liability:

- 15.1 arising out of the deliberate, conscious or intentional disregard by the Insured's technical or administrative management of the need to take all reasonable steps to prevent Injury or Damage
- 15.2 arising out of liquidated damages clauses, penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties
- 15.3 arising out of Pollution of the atmosphere or of any water, land, buildings or other tangible property except to the extent that the Insured demonstrates that such Pollution;
  - 15.3.1 was the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the Period of this Insurance
  - 15.3.2 was not the direct result of the Insured failing to take reasonable precautions to prevent such Pollution

Provided always that all such Pollution which arises out of one incident shall be considered for the purposes of this Policy to have occurred at the time such incident takes place and that Underwriters total liability to pay damages (including claimants' costs, fees and expenses) under this clause shall not exceed the Limit of Indemnity stated in the Schedule in the aggregate in respect of the Period of this Insurance.

- 15.4 directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- 15.5 directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with an act of Terrorism. These Sections also exclude legal liability directly or indirectly occasioned by, happening through, in consequence of, arising out of, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.
- 15.6
  - a. directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
  - b. any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
  - c. any obligation or duty to defend any actions directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens

Irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring.

For the purpose of this exclusion, Injury shall include mental anguish, mental injury and/ or emotional distress.

- 15.7 directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.
- 15.8 arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in consequence of a loss.
- 15.9 Directly or indirectly resulting from, or in consequence of any travel package arrangement.

## 16 EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

This Policy does not apply to or include legal liability:

- 16.1 directly or indirectly caused by or contributed to by or arising from:
  - 16.1.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - 16.1.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Provided that in respect of claims arising out of Injury which form the subject of Indemnity under Section A this Exclusion shall only apply to liability:

- a. of any party to whom Indemnity is granted under Clause 3.4. (or their personal representatives)
  - b. assumed by the Insured by agreement which would not have attached in the absence of such agreement
- 16.2 for any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages, or in any other form whatsoever
  - 16.3 for the Excess stated in the Schedule in respect of the first amount of each claim arising out of Damage
  - 16.4 which forms the subject of insurance by any other Policy and this Policy shall not be drawn into contribution with such other insurance.

## GENERAL CONDITIONS

### 17 GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

(Conditions 17.1. to 17.5. are precedent to Underwriters' liability to provide Indemnity under this Policy)

- 17.1 The Insured shall give immediate notice in writing to the Underwriters of any occurrence that may give rise to a claim under this Policy and shall give all such additional information as the Underwriters may require. Every claim, writ, summons, notice of adjudication, referral notice or process and all documents relating thereto shall be forwarded to the Underwriters immediately they are received.
- 17.2 No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Underwriters who shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Underwriters may reasonably require.
- 17.3 The Underwriters may at any time pay to the Insured in connection with any claim or series of claims under this Policy to which a Limit of Indemnity applies the amount of such Limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the Underwriters shall relinquish the conduct and control of and be under no further liability in connection with such claims except for the payment of Defence Costs incurred prior to the date of such payment (unless the Limit of Indemnity is stated to be inclusive of Defence Costs).

Provided that if the Underwriters exercise the above option and the amount required to dispose of any claim or series of claims exceeds the Limit of Indemnity and such excess amount is insured either in whole or in part, with Defence Costs payable in addition to the Limit of Indemnity under this Policy then the Underwriters will also contribute their proportion of subsequent Defence Costs incurred with their consent as the Limit of Indemnity bears to the amount paid to dispose of a claim.

- 17.4 The Insured shall give notice to the Underwriters of any alteration or circumstance which materially affects the risks insured under this Policy and until the Underwriters be advised of such alteration or circumstance and shall have expressly agreed in writing to accept liability for such altered risk and the Insured has paid or agreed to pay the additional premium (if any) the Underwriters shall not be liable in respect of any claim or claims due wholly or partially to any such alteration or circumstance.
- 17.5 Where the premium is provisionally based on the Insured's estimates, the Insured shall keep accurate records and within 90 days of expiry of the Period of this Insurance declare such particulars as the Underwriters require. The premium shall then be adjusted and any difference paid or allowed to the Insured as the case may be subject to any minimum premium that may apply. Where such estimates include remuneration to employees, the required declaration shall also include remuneration to all persons defined as Persons Employed by this Policy. Failure to declare such particulars to the Underwriters shall entitle the Underwriters to estimate if they so wish such particulars and to assess the further premium payment due calculated on such estimated particulars.
- 17.6 Any written proposal and/or declaration made by the Insured shall form the basis of this contract of insurance and is deemed to be incorporated herein.
- 17.7 If any claim under this Policy is in any respect fraudulent this Policy shall become void and all benefit hereunder shall be forfeited.
- 17.8 The Underwriters may cancel this Policy by giving 30 days' notice in writing of such cancellation to the Insured's last known address.
- 17.9 Any phrase or word in this Policy and the Schedule will be interpreted in accordance with the law of England. The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear.

17.10 All disputes concerning the interpretation of this Policy are understood and agreed by both the Insured and the Underwriters to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

17.11 Contract (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not party to this contract of insurance has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this contract of insurance, but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

17.12 Data Protection Act 1998

It is understood by the Insured that any information provided to the Underwriters regarding the Insured will be processed by the Underwriters, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

17.13 E.U. Disclosure Clause (UK)

Notice to the Proposer/Insured

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

17.14 Several Liability

The liability of the Insurers is several and not joint and is limited solely to the extent of their individual proportions as shown in the Endorsement entitled Identity of Insurers. The Insurers are not responsible for the subscription of any co-subscribing insurers or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

17.15 Your Right to Cancel

You may cancel the policy within 14 days of the conclusion of the contract or the day on which you receive the policy document.

The Insured may cancel this Policy at any time by giving the Underwriters written notice and in such event the Underwriters will return a percentage of the premium and tax paid for the current Period of Insurance in accordance with the table below subject to:

1. No claims having been made and no incidents having arisen that could result in a claim under this Policy.
2. A minimum premium of £150 plus Insurance Premium Tax being retained by the Underwriters

Number of months on cover from commencement of the Period of Insurance	Percentage of current Premium returned including Tax
Within 1 month	80%
Within 2 months	70%
Within 3 months	60%
Within 4 months	50%
Within 5 months	40%
With in 6 months	30%
Within 7 months	20%
Within 8 months	10%
More than 8 months	0%

## 18 Claims Procedure

To make a claim simply call our claims help line telephone number: 0845 094 2077

At the time of making a claim, you will be asked:

The policy number stated on your schedule and full details of the claim.

## 19. Complaints Procedure

If you have a Complaint which relates to either Your Policy or to a claim which you have submitted under Your policy then please raise this in the first instance with Your broker who will aim to resolve Your concerns by close of the next business day.

If Your broker is unable to deal with your concerns the matter will be forwarded onto Your Insurer via your Insurance provider, who is:-

Commercial Express Quotes Ltd  
Units 3 & 4, Castlegate Court  
Castlegate Way  
Dudley  
DY1 4RD

Whilst reviewing your complaint Your Insurer will:

- Acknowledge Your complaint promptly
- Investigate Your complaint quickly and thoroughly
- Keep You informed of the progress of your complaint
- Do everything possible to resolve Your complaint

Your Insurer is obliged to provide You with a written offer of resolution within 8 weeks of the date Your complaint was received.

If You are unhappy with the final decision made by Your Insurer , You may be eligible to refer Your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints.

The FOS can be contacted at the following address:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR  
Telephone: 0800 0234567 (for landline users)  
Telephone: 0300 1239123 (for mobile users)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You have six months from the date of the final response from Your Insurer to refer Your complaint(s) to the FOS. This does not affect Your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

## Financial Services Compensation Scheme (FSCS)

Royal & Sun Alliance Insurance plc, AIG Europe Limited, Aviva Insurance Limited and Covéa Insurance plc are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if they cannot meet their obligations. Further information may be obtained from Financial Services Compensation Scheme, 7<sup>th</sup> Floor, Lloyds Chambers, Portoken Street, London, E1 8BN Tel: 020 7892 7300 Fax: 020 7892 7301 or [www.fscs.org.uk](http://www.fscs.org.uk).

## LEGAL HELPLINE SERVICE

You can obtain free confidential UK legal advice over the phone on any legal problem relating to your business.

To receive advice please contact by telephone Monday to Friday 9am to 5pm. You will be asked about your legal dispute and if necessary agreements will be made for you to be called back to give you your legal advice.

All calls may be recorded for training and monitoring purposes.

HELPLINE TELEPHONE NUMBER

0161 796 5445

POLICY NUMBER CEQ/012012OSC

## CX Tools (Outside Caterers) Certificate Wording

Effected through:

Commercial Express Quotes Limited

THIS IS TO CERTIFY that in accordance with the authorisation granted under Contract Numbers JRPCX1302B1021, JRPCX1302B3004 & UKBPY1300016 to the undersigned by Underwriters, whose names and the proportions underwritten by them appear below and are hereinafter referred to as "Underwriters" and in consideration of the premium specified herein.

THE UNDERWRITERS hereby agree to the extent and in the manner hereinafter provided, to indemnify the Insured against loss or Damage sustained or legal liability for accidents happening during the period stated in the Schedule, after such loss, Damage or liability are proved.

PROVIDED always that:

1. The liability of the Underwriters shall not exceed the limits of liability expressed in the said Schedule or such other limits of liability as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Underwriters;
2. This Certificate insures in respect ONLY of such of the sections hereof as are so specified in the Schedule.

IN WITNESS whereof this Certificate has been signed as follows:

Great Lakes Reinsurance (UK) PLC, Am Trust Europe Limited & Certain Underwriters at Lloyd's

This Certificate is made and accepted subject to all the provisions, conditions, warranties and exclusions set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.

For and on behalf of Underwriters:

Signed:

A circular stamp with the text "COMMERCIAL EXPRESS QUOTES LIMITED" around the perimeter. Overlaid on the stamp is a handwritten signature in black ink.

Authorised signatory



This is Your CX Tools (Outside Caterers) Insurance policy It sets out your insurance protection in detail. Please study it carefully and make sure you understand all of the terms & conditions.

The policy should be read in conjunction with the schedule of insurance; please also check this document to ensure that it is accurate.

Your premium has been based upon the information shown in the policy Schedule and recorded in your statement of fact.

Useful Telephone Numbers.

To make a claim under your policy                      0845 604 6615

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Certificate shall become void and all claim hereunder shall be forfeited.

THE UNDERWRITERS HEREBY AGREE to indemnify the Insured against All Risks of Physical Loss of or Damage to PROPERTY from whatsoever cause arising occurring during the Period of Insurance, except as hereinafter specified, and subject to the terms and conditions contained hereinafter, within the geographical limits, and not exceeding the total sum insured specified in the Schedule.

**PROPERTY:**

OUTSIDE CATERERS BUSINESS EQUIPMENT pertaining to this TRADE the property of the INSURED or held by the INSURED in trust or on commission any where in the United kingdom.

It is noted and agreed this Insurance is subject to the following :-

**WHAT IS NOT COVERED.**

**EXCLUSIONS:** Underwriters shall not be liable for the following

Loss or damage due to wear and tear moths vermin deterioration rust or any other gradually operating cause (unless consequent upon accident to the conveyance, Fire or Explosion) depreciation delay or the carriage of explosives breakdown or failure.

Mechanical or electrical derangement

Cleaning repairing or restoration

Acts of fraud or dishonesty

Loss of or damage to money documents or title deeds bonds bills of exchange promissory notes precious stones bullion gold or silver articles and jewellery

Loss of or damage to glass other than arising from the explosion or theft or accident to the conveying vehicle

Any consequential losses or any costs of replacing or reinstating data or rewriting documents

Theft from unattended Vehicles unless:

- a) All doors, Windows and other opening are left closed, securely locked and properly fastened
- b) Entry or Access to the vehicle has been affected by forcible and violent entry.
- c) Equipment if out of the view from the exterior of the vehicle.

**OBSERVANCE OF CERTIFICATE TERMS**

The INSURED will observe and fulfill the terms conditions and endorsements of this Certificate in so far as they relate to anything to be done or complied with by the INSURED

**REASONABLE PRECAUTIONS**

The INSURED will take all reasonable precautions to prevent INJURY loss or damage and take all reasonable measures to observe and fulfill the requirements of all statutory obligations and regulations.

**ALTERATION OF TRADE OR BUSINESS**

The INSURED will immediately notify the UNDERWRITERS in writing of any alteration in the TRADE or BUSINESS which may increase the risk of loss or damage.

**UNDERWRITERS RIGHTS**

The UNDERWRITERS having been advised of a claim under this Certificate will be entitled to undertake in the name of the INSURED defence control or settlement of any claim and for its own benefit take proceedings in the INSURED'S name to mitigate the loss.

**UNDERWRITERS RIGHTS AFTER A LOSS**

The UNDERWRITERS shall be entitled on the happening of any loss or damage to take and keep possession of the property and to deal with the salvage in a reasonable manner but property may not be abandoned to the UNDERWRITERS.

**OTHER INSURANCES**

If at the time of any loss or destruction of or damage to Property there is any other insurance covering the same property the UNDERWRITERS shall not be liable for more than their rateable proportion of any claim for such loss destruction or damage.

**PAYMENT OF PREMIUM**

The Premium will be paid when due otherwise all benefit under this Certificate will be forfeited.

**MISDESCRIPTION**

The Certificate will be void able in the event of nondisclosure of any material information or fact or misrepresentation or misdescription.

**LAW GOVERNING THE CERTIFICATE**

Unless otherwise agreed in writing any dispute or difference concerning liability under or interpretation of this Certificate will be governed by and construed in accordance with English Law and the INSURED will submit such dispute or difference to the exclusive jurisdiction of the English Courts

**CANCELLATION**

The UNDERWRITERS may cancel this Certificate at any time giving fourteen days notice by recorded delivery letter to the INSUREDS address last known to the UNDERWRITERS and in such event the UNDERWRITERS will return the pro-rata portion of the premium and tax for the unexpired Period of Insurance.

The INSURED may cancel this Certificate at any time by giving the UNDERWRITERS written notice and in such event the UNDERWRITERS will return a percentage of the premium and tax paid for the current Period of Insurance in accordance with the table below subject to:

1. No claims having been made and no incidents having arisen that could result in a claim under this Certificate
2. A minimum premium of £25 plus Insurance Premium Tax being retained by the UNDERWRITERS

Number of months on cover from commencement of the Period of Insurance	Percentage of current Premium returned including Tax
Within 1 month	80%
Within 2 months	70%
Within 3 months	60%
Within 4 months	50%
Within 5 months	40%
With in 6 months	30%
Within 7 months	20%
Within 8 months	10%
More than 8 months	0%

It is hereby understood and agreed that the following additional Terms and Conditions apply in respect of the above referenced Certificate:

**CLAIMS -**

**BASIS OF SETTLEMENT**

- a. Payment of the amount of the loss or
- b. At the discretion of the Underwriter, replace or repair the PROPERTY

**INSUREDS ACTION**

Whenever anything occurs which might give rise to a claim under this Certificate the Insured will

- a. Immediately notify UNDERWRITERS and provide such written information or details as maybe required.
- b. Send to the UNDERWRITERS immediately on receipt and unacknowledged every letter claim write summons or process relating to a claim
- c. All losses involving theft or disappearance shall be reported immediately to the police

**CO-OPERATION**

The INSURED will provide all help assistance and co operation required by the UNDERWRITERS in connection with any claim.

**AVERAGE CLAUSE**

This Insurance is subject to the Condition of Average, that is to say, if the property covered by this Insurance shall at the time of any loss be of greater value than the sum insured hereby, the Insured shall only be entitled to recover hereunder such proportion of the said loss as the sum insured by this Insurance bears to the total value of the said property.

## General Certificate Exclusions

The following exclusions will apply to the indemnity given under the whole of this Certificate (including all Sections and Endorsements) unless otherwise indicated.

### 1. Institute Radioactive Contamination Exclusion Clause

This clause shall be paramount and shall override anything contained in this Certificate inconsistent herewith:

In no case shall this Certificate cover loss Damage liability or expense directly or indirectly caused by or contributed to by or arising from;

- i) ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

### 2. War & Civil War Exclusion Clause

Notwithstanding anything to the contrary contained herein this Certificate does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or Damage to property by or under the order of any government or public or local authority

NOTE: This Exclusion does not apply to Section H as regards claims by employees for death, Bodily Injury, illness or disease arising out of and in the course of their employment in the Business.

### 3. Sonic Bangs

The Insurers shall not provide indemnity under this Certificate in respect of any loss, destruction or Damage or any consequential loss occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### 4. Confiscation

The Insurers shall not provide indemnity under this Certificate in respect of any loss, destruction or Damage directly or indirectly occasioned by, happening through or in consequence of confiscation, nationalisation, requisition or destruction of or Damage to property by or under order of any government, municipal, local or customs authority.

### 5. Terrorism Exclusion Endorsement

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear or disrupt any segment of the economy.

This endorsement also excludes loss, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, Damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect

## 6. *Electronic Data Endorsement*

### 1. *Electronic Data Exclusion*

Notwithstanding any provision to the contrary within the Certificate or any endorsement thereto, it is understood and agreed as follows :

- a. *This Certificate does not insure loss, Damage, destruction, distortion, erasure, corruption or alteration of electronic data from any cause whatsoever (including but not limited to computer virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss*

*Electronic data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment*

Computer virus means a set of corrupting harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever

logic bombs'.

- b. However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this Certificate, subject to all its terms, conditions and exclusions, will cover physical Damage occurring during the original Certificate period to property insured by the original Certificate directly caused by such listed peril.

*Listed Perils:*

*Fire*

*Explosion*

### 2. *Electronic Data Processing Media Valuation*

Notwithstanding any provision to the contrary within the Certificate or any endorsement thereto, it is understood and agreed as follows :

*Should electronic data processing media insured by this Certificate suffer physical loss or Damage insured by this Certificate, then the basis of valuation shall be the cost of the blank media plus the costs of copying the electronic data from the back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such electronic data. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Certificate does not insure any amount pertaining to the value of such electronic data to the Insured or any other party, even if such electronic data cannot be recreated, gathered or assembled.*

## 7. *Nuclear Energy Risks Exclusion Clause*

This Certificate shall exclude Nuclear Energy Risks whether such risks are written directly and/or via Pools and/or Associations.

For the purposes of this agreement Nuclear Energy Risks shall be defined as all first party and or third party insurances in respect of:

- i) Nuclear reactors and nuclear power stations or plant
- ii) Any other premises or facilities whatsoever related to or concerned with:
  - a. the production of nuclear energy or
  - b. the Production or storage or handling of nuclear fuel or nuclear waste
- iii) *Any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association.*

## 8. Asbestos Exclusion

*This agreement does not cover any loss cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of, presence of or exposure to Asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss*

## 9. Northern Ireland

The Insurers shall not provide indemnity under this Certificate in respect of any loss, destruction or Damage to any property in Northern Ireland occasioned by or happening through or in consequence of directly or indirectly

- a. civil commotion
- b. any unlawful wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association

For the purpose of this Exclusion:

Unlawful Association means any organisation which is engaged in Terrorism and includes any organisation which at the relevant time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973

putting the public or any section of the public in fear

In any action suit or other proceedings where the Insurers allege that by reason of the provisions of this Exclusion any loss, destruction or Damage is not covered by this Certificate the burden of proving that such loss, destruction or Damage is covered will be upon the Insured

## 10. Micro-Organism Exclusion Clause

This Agreement does not cover loss, Damage, claim, cost, expenses or other sum directly or indirectly arising out of or relating to:

Mould, mildew, fungus, spores or other micro-organism of any type, nature, or description including but not limited to any substance whose presence poses an actual or potential threat to human health

This Exclusion applies regardless whether there is

- i) any physical loss or Damage to insured property'
- ii) any insured peril or cause, whether or not contributing concurrently or in any sequence;
- iii) any loss of use; occupancy; or functionality
- iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This exclusion replaces and supersedes any provision in this Certificate that provides insurance, in whole or in part, for these matters

11. Contamination and Pollution Exclusion Clause

1. This Certificate shall not cover any loss or Damage due to contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.
2. This exclusion does not apply if such loss or Damage arises out of one or more of the following perils
  - § Fire, Lightning, Explosion, Impact or aircraft
  - § Vehicle Impact, Sonic Boom
  - § Accidental escape of water from any tank apparatus or pipe
  - § Riot, Civil Commotion, Malicious Damage
  - § Storm, Hail
  - § Flood Inundation
  - § Earthquake
  - § Landslide, Subsidence
  - § Pressure of Snow, Avalanche
  - § Volcanic Eruption

All other terms and conditions of this agreement shall be unaltered and especially the exclusions shall not be superseded by this clause.

12. Contamination & Contingent Business Interruption

It is agreed that, regardless of any contributory causes, this Insurance does not cover any loss, Damage, cost or expense directly or indirectly arising out of biological or chemical Contamination due to any act of Terrorism.

and/or limitation on the use of objects due to the effects of chemical and/or biological substances.

It is further agreed that, regardless of any contributory causes, this Insurance does not cover any loss, Damage, cost or expense directly or indirectly arising out of

- i) any business interruption losses resulting from customers and suppliers extension, or denial of access,
- ii) loss, Damage cost or expenses directly or indirectly arising out of any service interruption (eg power, gas, water, communications) due to any act of Terrorism.

13. Chemical & Biological

Notwithstanding to the contrary in this contract, losses arising directly or indirectly from the threat of or actual chemical or biological attack are not covered.



## Complaints

If You have any questions or concerns about Your insurance or the handling of a claim You should, in the first instance, contact Your broker or insurance advisor.

Please quote Your Agreement and Policy number in all correspondence so that Your complaint may be dealt with speedily.

If, by close of business the following day, You are unable to resolve the matter with Your broker or insurance advisor and wish to make a complaint You should then contact

The Compliance Officer  
Great Lakes Reinsurance (UK) PLC  
Plantation Place  
30 Fenchurch Street  
London, EC3M 3AJ  
Tel: 020 3003 7000  
Fax: 020 3003 7010

If Your broker or insurance advisor or Great Lakes Reinsurance (UK) PLC remain unable to resolve the complaint to Your satisfaction then You may also have the right to refer Your complaint to:

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR  
Tel: 0845 080 1800

Further information is available from them and on [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Your rights as a customer to take legal action are not affected by the existence of or use of the complaints procedure mentioned above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

### Financial Services Compensation Scheme (FSCS)

Great Lakes Reinsurance (UK) PLC (GLUK) is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event that GLUK cannot meet its obligations. Further details can be obtained from Financial Services Compensation Scheme, 7<sup>th</sup> Floor, Lloyds Chambers, Portoken Street, London, E1 8BN Tel: 020 7892 7300 Fax: 0207 892 7301 or [www.fscs.org.uk](http://www.fscs.org.uk).

### Authorisation and Regulation

Great Lakes Reinsurance (UK) plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by calling 0800 111 6768.

## CX Outside Caterer (Material Damage) Certificate Wording

Effected through:

### Commercial Express Quotes Limited

THIS IS TO CERTIFY that in accordance with the authorisation granted under Contract Numbers JRPCX1302B1021, JRPCX1302B3004 & UKBPY1300016 to the undersigned by certain Insurance Companies, whose names and the proportions underwritten by them appear below and are hereinafter referred to as "Underwriters" and in consideration of the premium specified herein.

THE UNDERWRITERS hereby agree to the extent and in the manner hereinafter provided, to indemnify the Assured against Loss or Damage sustained or legal liability for accidents happening during the period stated in the Schedule, after such Loss, Damage or liability are proved.

PROVIDED always that:

- 1) The liability of the Underwriters shall not exceed the limits of liability expressed in the said Schedule or such other limits of liability as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Underwriters;
- 2) This Certificate insures in respect ONLY of such of the sections hereof as are so specified in the Schedule.

IN WITNESS whereof this Certificate has been signed as follows:

Sections 1 - 4 Great Lakes Reinsurance (UK) PLC, Am Trust Europe Limited & Certain Underwriters at Lloyd's

This Certificate is made and accepted subject to all the provisions, conditions, warranties and exclusions set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.

In Witness whereof, this Certificate has been signed at the place stated and on the date specified in the Schedule on behalf of

For and on behalf of Underwriters:



Authorised signatory

## Definitions

In this Certificate, words that are highlighted in bold have the following meanings:

**Business** means the purpose of retailing food or drink or as agreed by Us.

**Damage** means accidental physical Damage.

**Employee(s)** means any person(s) employed by You under a contract of service or apprenticeship, working for You in connection with the Business or as more described in Liability definitions

### **Bodily Injury**

**Injury** means Death, Injury, illness or disease.

**Limit of Liability** means the applicable Limit of Our Liability to You as defined in the Schedule and/or the Limits of Liability section of this Certificate.

**Loss** means accidental physical Loss.

**Locked/Secure Compound** means any location, behind locked gates with no other unsecured access.

**Money** means cash, bank notes, cheques, giro cheques, bankers' drafts, Money orders, bills of exchange, unused postage stamps, holiday with pay stamps, credit company sales vouchers and VAT purchase invoices and luncheon vouchers all belonging to You, but only whilst in Your custody.

**Pollution or Contamination** means

1. Pollution or Contamination of buildings or other structures or of air or water or land and
2. Injury, Loss or Damage directly or indirectly caused by such Pollution or Contamination.

**Premises** means the address noted in the Schedule.

**Principal** means any public authority company firm or person to whom You have contractually agreed to supply services in accordance with Your Business.

**Product** means any goods or products (including their containers) sold or supplied by You in the course of Your Business.

**Property** means material Property or rights in relation to material Property.

**Stock In Trade** means Trade Contents being Stock in Trade & Utensils.

**Territorial Limits** means the United Kingdom.

### **We/Us/Our/Underwriters**

Means Great Lakes Reinsurance (UK) PLC, Am Trust Europe Limited & Certain Underwriters at Lloyd's

### **You/Your/Insured**

Means the person or people named in the Schedule.

## Section 1 - Money

Subject to any Terms, Conditions, Warranties and Exclusions in this Section and any General Terms, Conditions, Warranties and Exclusions, We hereby agree to indemnify You, for Loss or Damage to Money occurring during the period of this Certificate within the Territorial Limits, up to the sum insured as detailed in the Schedule, if

- a) Money is lost, stolen or Damaged by any cause,
- b) any safe is stolen or Damaged as a result of theft or attempted theft of Money,
- c) whilst in transit within the Territorial Limits.

This Certificate does not cover:

- a) The first £100 of any Loss or Damage.
- b) Theft unless following violent or forcible entry to the Premises or any vehicle.
- c) Loss or Damage not reported to the police within 24 hours.
- d) Loss or Damage caused by or arising from the dishonesty of any of Your employees unless discovered by or reported to You within 7 days.
- e) Loss or Damage of Unattended Money.
- f) Loss or Damage to Money whilst in the post.
- g) Loss or Damage as a result of any shortages, or accounting errors or omissions.

## Section 2 - Stock In Trade

Subject to any Terms, Conditions, Warranties and Exclusions in this Section and any General Terms, Conditions, Warranties and Exclusions, We hereby agree to indemnify You, for Loss or Damage to the Stock in Trade occurring during the period of this Certificate within the Territorial Limits up to the sum insured as detailed in the Schedule.

This Certificate does not cover:

- a) The first £100 of any Loss or Damage.
- b) Loss or Damage to any tobacco, cigarettes, wines, spirits, jewellery, cameras, photographic equipment, watches, radios, mobile telephones, televisions, hi-fi equipment, video recorders, cassettes, discs, dvd players, pda's or computers, unless specifically agreed.
- c) Loss or Damage due to change of temperature contamination or deterioration of stock.
- d) Loss or Damage as a result of any shortages or accounting errors or omissions.
- e) Loss or Damage caused by or arising from the dishonesty of any of Your employees unless discovered by or reported to You within 7 days.
- f) Loss or Damage not reported to the police within 24 hours.

## Section 3 - Business Interruption

Subject to any Terms, Conditions, Warranties and Exclusions in this Section and any General Terms, Conditions, Warranties and Exclusions, We hereby agree to indemnify You if during the period of insurance specified in the Schedule Your Property is damaged as defined under Section 1 or 3 and the Business carried out by You be in consequence is interrupted or interfered with, We will indemnify You against Loss of Gross Income up to the Sum Insured as detailed in the Schedule.

We will pay to You the amount of Loss sustained as follows;

1. The reduction in Gross Income - the amount by which the Gross Income during the indemnity period will, in consequence of the Damage fall short of the Standard Gross Income and which shall not exceed the amount as stated in the Schedule.
2. For additional expenses - those expenses reasonably incurred to minimise or avoid a reduction in Gross Income during the indemnity period but not exceeding the amount that would have been paid under 1. (above) had such additional expenses not been incurred.
3. For accountants charges - the fees payable by You to Your auditor or professional accountant reasonably incurred for producing and certifying any particulars required by Us in the connection with a claim under this Section.

Provided that if any charges or expenses of the Business are reduced during the indemnity period because of the interference or interruption then the amount payable will be reduced accordingly.

This Certificate does not cover

1. erasure, Loss, distortion or corruption of information on computer systems or other records, programs or software caused deliberately by rioters, strikes, locked out workers, persons taking part in labour disturbances or civil commotions or malicious persons.
2. other erasure, Loss, distortion or corruption of information on computer systems or other records, programs or software unless resulting from Damage insured under Section 1. in so far as it is not otherwise excluded.

Conditions applicable to this Section

Alternative Trading

If during the indemnity period goods are sold or services rendered elsewhere than at the Premises for the benefit of the Business either by You or by others on Your behalf such benefit will be brought into account in arriving at the reduction in Gross Income.

Ceased Trading

This Section will be of no effect if the Business is wound up, carried on by a liquidator or receiver or permanently discontinued unless such alteration has been agreed in writing by Us.

VAT

To the extent that You are accountable to the tax authorities for Value Added Tax all terms in this Section will be exclusive of such tax.

## Section 3 Business Interruption (continued)

### DEFINITIONS

#### Indemnity Period

The period beginning with the occurrence of the Damage and ending not later than the maximum indemnity period as stated in the Schedule thereafter during which the results of the Business shall be affected in consequence of the Damage.

#### Gross Income

The Money paid or payable to You for goods sold and delivered and services rendered in the course of the Business at the Premises less the net cost of Stock purchased.

#### Standard Gross Income

The Gross Income during that period in the twelve months immediately before the date of the Damage which corresponds with the indemnity period to which such adjustments will be made as may be necessary to provide for the trend of the Business and for variations in or special circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred, so that the figures thus adjusted will represent as nearly as may be practicable the result which, but for the Damage, would have been obtained during the relative period after the Damage.

## Section 4 - Stock Deterioration Following Refrigeration Breakdown

Subject to any Terms, Conditions, Warranties and Exclusions in this Section and any General Terms Conditions, Warranties and Exclusions, We hereby agree to indemnify You up to the sum insured in respect of each item specified in the Schedule in the event of Loss or Damage to refrigerated Stock whilst contained in the units described in the Schedule due to a change in the temperature following breakdown of the refrigeration machinery or failure of the public electricity or gas supply or the action of refrigeration fumes escaping from the equipment.

#### Conditions applicable to this section

It is a Condition Precedent to liability under this Section that the refrigerator Unit(s) is/are maintained by the manufacturer, installer or competent engineer under an annual maintenance contract. In respect of each Item separately, Our liability for any Loss or Damage, shall not exceed the respective sum insured specified in the Schedule, nor shall it exceed such proportion of the said Loss or Damage as the sum insured bears to the total value of the Property insured by such Item.

#### This Certificate does not cover

The deliberate act of any electricity or gas supply authority or the exercises by any such authority of its power to withhold or restrict supply or failure of the electricity or gas supply due to strikes or any other withdrawal of labour by employees of any electricity or gas authority or consequential loss of any nature.

The first £100 of any Damage.

This Section is also subject to the General Conditions and Exclusions of this Certificate.

## General Terms, Conditions Precedent, Warranties and Exclusions applicable to Sections 1, 2, 3 and 4

### Condition(s) Precedent

The following are Condition(s) Precedent to Our liability under the Certificate:

#### Other Insurance

If You have any other Insurance which cover the same Loss, Injury or Damage or liability for Loss, Injury or Damage, as this Certificate, We will pay only our share of any claim.

#### Non Admittance or Repudiation of Liability

It is a Condition Precedent to Our liability under this Certificate that no admission, offer, promise, payment, indemnity or agreement shall be made or given by or on behalf of You and/or person claiming to be indemnified under this Certificate in connection with any claim or circumstance which may result in a claim under this Certificate without the prior written consent of Us.

### Exclusions

#### Radioactive Contamination and Nuclear Assemblies Exclusion

This Certificate does not cover

1. any Loss, Injury destruction of or Damage to any property whatsoever, or any Loss or expenses whatsoever resulting or arising therefrom or any consequential Loss.
2. any legal liability of whatsoever nature.

directly or indirectly caused by or contributed to by or arising from:

- i. Ionising radiations or contamination by radioactive from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- ii. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- iii. The causing, occasioning or threatening of harm of whatever means.
- iv. Putting the public or any section of the public in fear.

In circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

#### Sonic Bangs Exclusion

This Certificate does not cover any Loss, Injury or Damage or liability for Loss, Injury or Damage from pressure waves caused by aircraft or other flying devices travelling at or above the speed of sound.

#### Terrorism Exclusion

This Certificate does not cover any Loss, Injury, Damage or liability for Loss, Injury or Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the Loss.

For the purpose of this Certificate an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political,

religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This Certificate also excludes Loss, Injury, Damage or liability for Loss, Injury or Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If We allege that by reason of this exclusion, any Loss, Injury, Damage or liability for Loss, Injury or Damage, cost or expense is not covered by this Certificate the burden of providing the contrary shall be upon You.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

#### War Exclusion

This Certificate does not cover any Loss, Injury, Damage or liability for Loss, Injury or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or Damage to property by or under the order of any government or public or local authority.

## General Terms, Conditions Precedent and Exclusions Applicable to all Sections

### 1) Cancellation

We may cancel this Certificate by writing to You at Your last or known address confirming that all cover will end 14 days after the date of Our letter; or You may cancel this Certificate by giving Us written instructions. If You or We cancel this Certificate, and You have not made a claim during the current period of this Certificate, We will refund the premium of Sections 1, 2, 3 and 4 less an administration fee, for any remaining period of cover. No premium will be refunded for amounts under £50.00 + IPT + any administration fee.

### 2) Contracts (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not a party to this Certificate has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Certificate but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

### 3) Data Protection Act 1998

You should understand that any information You have provided will be processed by Us, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing Insurance and handling claims, if any, which may necessitate providing such information to other parties.

### 4) Governing Law

Under UK law You and We can choose the law that will apply to this contract unless You and We have agreed otherwise, this contract will be governed by the law of England and Wales.

### 5) Certificate Voidable

This Insurance shall be voidable in the event of non-disclosure, misrepresentation or misdescription in of any material fact or particular.

### 6) Reasonable care

You at your own expense must take all reasonable steps to prevent Injury and Damage.

### 7) Rights to Recovery

We may take, or ask You to take any action necessary to recover from a third party any costs We become liable for under this Certificate. We may do this before or after We pay Your claim.



## 8) Observance

Observance of the Terms of this Certificate relating to anything to be done or complied with by You is a Condition Precedent to any liability of Insurers

## 9) Electronic Data Exclusion

Notwithstanding any provision to the contrary within this Certificate or any endorsement thereto, it is understood and agreed as follows:

- a) This Certificate does not insure Loss, Injury or Damage or liability for Loss, Injury or Damage, destruction, distortion, erasure, corruption or alteration of electronic data from any cause whatsoever (including but not limited to computer virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss

Electronic data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment

## General Terms, Conditions Precedent, Warranties and Exclusions Applicable to all Sections (continued)

Computer virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer virus includes but is not limited to "Trojan Horses", "worms" and "time or logic bombs"

- b) However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this Certificate, subject to all its Terms, Conditions and Exclusions, will cover physical Loss Injury or Damage or liability for Loss, Injury or Damage occurring during the Certificate period to property insured by this Certificate directly caused by such listed perils below

### Listed Perils

Fire  
Explosion

## 10) Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within this Certificate or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Certificate suffer Loss or Damage insured by this Certificate, and then the basis of valuation shall be the cost of the blank media plus the costs of copying the electronic data from the back up or from originals of a previous generation. These costs will not include research and engineering or any costs of recreating, gathering or assembling such electronic data. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However, this Certificate does not insure any amount pertaining to the value of such electronic data to You or any other party, even if such electronic data cannot be recreated, gathered or assembled.

## Claims Procedure Applicable to all Sections

If You need to make a claim, please follow the procedure below so the matter can be dealt with efficiently.

To report a claim, under sections 1 - 4, please call:

Cunningham Lindsey - 0845 604 6615 or 02920 558639

At the time of making a claim, You will be asked:  
The Certificate number stated on Your Schedule;  
Full details of the claim.

It is a Condition Precedent that;

You must do the following:

1. Contact Your intermediary that arranged this Insurance for You as soon as reasonably possible.
2. Give Us full written details of Your claim as soon as reasonably possible, and always within 30 days.
3. Notify Us within 7 days of any claims for Riot or malicious Damage
4. Tell the police immediately if Loss or Damage has been caused by theft, attempted theft, malicious acts or vandals.
5. Take all reasonable steps to reduce and prevent Loss, Injury or Damage.
6. Give Us, at Your expense, all information and evidence (including written estimates and proof of ownership and value) We ask for.
7. Notify Us in writing immediately You and/or person claiming to be indemnified has knowledge of any impending prosecution inquest or Injury in connection with any circumstances for which there may be liability under this Certificate.
8. Forward unanswered to Us immediately on receipt every letter claim writ summons or process in connection with such claim or circumstance.
9. Give all such information and assistance as We may require.
10. At all times in addition to Your obligations set out above afford such information to and co-operation with Us or Our appointed agents to allow the Us to be able to comply with such relevant practice directions and pre-action protocols as may be issued and approved from time to time by the head of civil justice.

You must not do the following:

1. Abandon any item to Us.
2. Dispose of any Damaged items before We have inspected them.
3. Negotiate, admit or settle any claim or offer without Our permission in writing.

We may do the following:

1. Appoint a loss adjuster to deal with the claim.
2. Arrange to repair the Damage to the Property.
3. Take over and conduct in the name of You and/or person claiming to be identified under this Certificate the defence or settlement of any claim and to prosecute in the name of You and/or other person for Our benefit any claim for indemnity or Loss, Injury or Damage or otherwise against any third party and shall have full discretion in the conduct of any negotiations and proceedings and the settlement of any claim.

## Complaints

If You have any questions or concerns about Your insurance or the handling of a claim You should, in the first instance, contact Your broker or insurance advisor.

Please quote Your Agreement and Policy number in all correspondence so that Your complaint may be dealt with speedily.

If, by close of business the following day, You are unable to resolve the matter with Your broker or insurance advisor and wish to make a complaint You should then contact

The Compliance Officer  
Great Lakes Reinsurance (UK) PLC  
Plantation Place  
30 Fenchurch Street  
London, EC3M 3AJ

Tel: 020 3003 7000  
Fax: 020 3003 7010

If Your broker or insurance advisor or Great Lakes Reinsurance (UK) PLC remain unable to resolve the complaint to Your satisfaction then You may also have the right to refer Your complaint to:

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR  
Tel: 0845 080 1800

Further information is available from them and on [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

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Great Lakes Reinsurance (UK) PLC (GLUK) are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event that GLUK cannot meet its obligations. Further details can be obtained from Financial Services Compensation Scheme, 7<sup>th</sup> Floor, Lloyds Chambers, Portsoken Street, London, E1 8BN Tel: 020 7892 7300 Fax: 0207 892 7301 or [www.fscs.org.uk](http://www.fscs.org.uk).

### Authorisation and Regulation

Great Lakes Reinsurance (UK) plc are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by calling 0800 111 6768.

## CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE (a)

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998 (the Regulations), one or more copies of this certificate must be displayed at each place of business at which the policyholder employs persons covered by the policy)

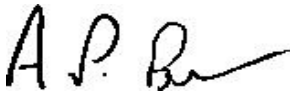
Certificate Policy No: CEQ822523/02/14

1. Name of Policyholder: Bar4hire
2. Date of Inception: 06 February 2014
3. Date of Expiry: 05 February 2015

We hereby certify that subject to paragraph 2: -

1. The policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey and the Island of Alderney (b); and
2. (a) The minimum amount of cover provided by this policy is no less than £5 million (c).

Signed on behalf of Royal & Sun Alliance Insurance plc and other insurers as defined in the Policy (Authorised Insurers)



A P Brown  
UK Chief Executive,  
Royal & Sun Alliance Insurance plc

Dated this 06 February 2014

Notes

- (a) Where the employer is a company to which regulation 3(2) of the Regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.
- (b) Specify applicable law as provided for in regulation 4 (6) of the Regulations.
- (c) See regulation 3(1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy. (Paragraph 2 (b) does not apply and is deleted).

### THIS IS YOUR CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE.

A copy of the certificate must be displayed at all places where you employ persons covered by the policy.

The Employers' Liability (Compulsory Insurance) (Amendment) Regulations 2008 permits the display of this certificate in an electronic form, provided persons covered by this policy have reasonable access to it.

The employer is strongly encouraged to retain all records relating to this insurance.

Name and address of issuing intermediary:

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Commercial Express Quotes Ltd, Units 3 & 4, Castlegate Court, Castlegate Way, Dudley, DY1 4RD

# ASSIGNMENT INSTRUCTIONS

## UNKNOWN 011

Unit 6 Shaw Buildings, Deptford Terrace, SR4 6DD

# ASSIGNMENT – SUNDERLAND

The information contained in this document is confidential and is not to be communicated to any person other than the Client and Security Staff.

## ASSIGNMENT INSTRUCTIONS

**Name:**           **EVENT UNKNOWN 011**

**Address:**       unit 6 Shaw Buildings, Deptford Terrace, SR4 6DD

**Contact:**           **CHRIS BUNGONI**

**Hours of Duty:**    The hours of duty are as follows:

The working hours are:

**SATURDAY 2300HRS – 0400HRS**

## Emergency Procedures

- The door supervisor may encounter the following types of emergencies while on duty such as fire, bomb threats, gas leakages, flood, break-in or accident involving injury. In the circumstances, it is necessary to keep calm and use common sense.
- Call the emergency services on 999; give your name, location and service required.
- Listen carefully and answer all questions clearly and concisely. Ensure you understand the operator's instruction and do not put the receiver down until the operator tells you.
- Assist the emergency services such as assisting in the evacuation of the premises.
- Record all details in the 'Report Book' and 'Incidents Report Form' and inform the office, supervisor and control room for further advice on the situation.
- It is necessary that the door supervisor is aware of the following:
  1. Geography of the premises.
  2. Location of alarm points for fire alarms.
  3. The sounds of different alarm bells.
  4. How to get an outside line on the telephone system.
  5. Location of the fire fighting equipment.
  6. Evacuations procedures and assembly points.
  7. Emergency access routes.
  8. Location of services, isolation points (gas, water and electricity).

**Officers shall only attempt to tackle if you believe it is safe**

**Firearms/Drugs/Alcohol**

- No firearms, drugs or intoxicating drink is allowed in the Venue.

**Door Supervisors Duties**

**Duties**

- The primary function of the door supervisor is the protection of life and property and the prevention of crime.
- Carry out all assigned duties to the best of ability, and to disobey, or without good and sufficient cause omit or neglect to carry out any lawful order, written or otherwise given by a superior to whom the door supervisor is responsible.
- Take necessary action or precaution to prevent unauthorised access on to the premises, and theft or damage to property, without compromising on his or health and safety.

**Access Control**

- The door supervisor shall allow access to patrons, and prevent access by unauthorised persons by checking relevant photographic identification.
- The door supervisor shall politely query the identity of those entering the venue to ascertain that they are legally entitled to consume alcohol.

**In the event of failure to establish identity, the person concerned should be politely refused access into the venue.**

- Should any person be awkward, use of profanity or adopt a threatening posture, the door supervisor shall remain polite and attempt to reason with the person. If this fails he/she shall without delay summon help from the police.
- Infringement of access control or problem with it must be recorded in the 'Incident form' and 'report book'.

**Patrol Duties**

- During the shift 11:00pm to 4:00am, venue patrol shall be carried out least every 15 minutes.

- On commencement of duty, the door supervisor shall carry out a thorough patrol of the building. Whilst on patrol, the officer shall check all doors including fire exits, toilets, windows and other vital areas.

### **During Patrol, the following general points are to be observed:**

1. Check the premises to ensure that there is no fire, water or other hazards.
2. Ensure that there is no interference with doors locked and windows.
3. Investigate all appliances left on.
4. Note and report any defects in the building or on the premises that might result in damage or personal injury.

### **Reporting**

- Any incident, occurrence or observation should be reported to the venue manager before leaving the venue.
- Confidential reports shall be placed in sealed envelopes.
- Door supervisors shall maintain a log of duties carried out and record incidents, occurrence or observation in the report file.
- Incidents shall be reported to the control room without delay.
- When taking possession of any property or the purpose of security, care must be taken to record details. In the case of cash valuables, always ensure that the total amount is signed for when receiving and when handing over the cash or items.
- The door supervisor shall provide a written handover for the relieving client.

### **HEALTH AND SAFETY**

Door supervisors are required to comply with Managements Health and Safety procedure which is applicable on the premises.

In the process of carrying out patrol duties the door supervisor shall undertake the following:

1. Promptly report and document any defects and necessary repairs.
2. Ensure that all passages, aisles, exists and doors are fully accessible and not obscured by storage ext.
3. Ensure that all electrical installations such as lighting, alarms ext are safe in working order with no obvious defects rendering the system unsafe.
4. Ensure that all electrical items are safely and securely stored.
5. Ensure that all electrical equipment and furniture is safely positioned and that electrical connections are not worn or trailing.



6. Ensure that all windows and doors are in full working order and there are no cracked panes or broken locks.

The reporting Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR)

The Regulation provides for specific procedures for reporting incidents and accidents, including acts of violence to persons at work; accidents to members of the public, which caused death or required a person to be taken to hospital from the site of accident.

The reporting of all accidents and incidents is the responsibility of each door supervisor; through the appropriate line of communication to the Operations or Area Manager. All accidents and incidents should be reported in the 'Incident Report book' and the 'Accident/Incident Report form' and T3 Security will inform the enforcing authority (HSE) where necessary.

A door supervisor being aware of an accident or incident resulting in death, major injury, or a dangerous occurrence shall call the appropriate emergency services (police, fire and/or ambulance), give assistance if required, and if available enlist help from a first aide, report the incident or accident immediately by telephone to the Operations Manager or Area Manager and prepare a report giving the following details:

- **Nature of Incident or Accident.**
- **Name of causality.**
- **Details of Injury.**
- **Time, date and place of occurrence.**
- **Action taken.**
- **Contact details of witnesses**
- **Name of door supervisor reporting incident or accident.**

### **Anti Social Behaviour**

All door supervisors should be able to work without fear of abuse, intimidation or violence being directed against them on account of their sex, race, colour, ethnic or national origins.

Door supervisors faced by racist, sexist or other unreasonable and unacceptable behaviour by anyone shall take the following actions to defuse the situation:

- They shall challenge the unreasonable and unacceptable behaviour in calm, firm and polite but assertive manner without provoking the person.
- They shall not enter into an argument as to why the comments or behaviour are considered to be offensive.
- They shall not retaliate either verbally or physically.
- If the situation appears to be deteriorating and actual or threatened violence has occurred the officer shall contact the police and inform the Operations Manager immediately.
- The incident needs to be reported in the 'Report book' and reported to the customer the next morning.

## **CCTV**

- When starting a shift, the door supervisor shall check that all cameras and other devices are in working order and report defects or failures to the venue manager.

## **GENERAL INFORMATION**

### **First Aid Equipment**

First Aid equipment is available in the Managers Office. Should the Door supervisor have occasion to render First Aid to anyone, he must record all details in the Report Book.

### **Temporary Instructions:**

Door supervisors will ensure that they carry out any reasonable instruction of a temporary nature received from the customer:

However, should the door supervisor have any doubts concerning such an instruction being a permanent nature, the door supervisor should first contact the Operations Manager for advice.

### **Dress:**

Door supervisors are expected to be of smart appearance at all times and conform to the Company's Dress Code. Shirtsleeve order may be worn in summer at the discretion of the client. Ties will be worn at all times

All Personnel Protective Equipment (PPE) eg, safety shoes, hi-visibility jackets/vest issued for use at this location must be worn at all times.

### **Confidentiality of Information:**

Door supervisors are to regard all information provided for the performance of their duties and all other information gained by them during these duties, as confidential and is not to be discussed with any person not connected with T3 security.

Any outside agency including the Press, making enquiries regarding the venue, should be directed to the client.

## 1. TELEPHONED BOMB WARNING

If you receive a call telling you that there is a bomb in the premises you are supervising - **DON'T PANIC.**

- a) Keeps the person  **talking**  as long as you can
- b) Ask  **where**  the bomb is.
- c) Ask  **when**  the bomb will go off.
- d) Ask  **why**  these particular premises have been chosen.
- e) Ask for the person's  **name** .
- f) Ask (or her) where they are speaking  **from** .
- g)  **Listen**  for background noises: traffic, music, children, machinery etc.
- h) See if you can recognise any  **accent** ; English, Irish, Welsh, Country etc.
- i)  **Does**  the man or women phoning sound nervous- confident or show any other peculiarities of behaviour.

**When the person rings off notify:**

**Venue Management      07516135998**  
**Police                      999**

Be prepared to answer all above questions as well as you can to the Police or Army when they arrive and then carry out their instructions. Keep the Operations Manager up to date with events.

## 2. VIGILANCE AND ALERTNESS ON DUTY

Keep an eye open for any suspicious parcels or packages. If you see something left outside the door or inside of the premises that was not there before.

**Do Not Touch or Move It. Inform The Venue Manager immediately. Do Not** try to move anything that is suspicious, and whatever happens - **Do Not Put Any Packet into Water or Sand.** Leave it where it is and inform the Operations Manager. Be even more vigilant and suspicious. Watch out not only for intruders, but anybody or any vehicle acting suspicious not only on, but in the near vicinity or your venue.

**BOMB WARNING CHECK LIST (Page 1 of 2)**

Keep the person talking as long as possible and gain as much information as possible.

**Message:**

---

---

---

**Where is it:**

---

**When will it go off:**

---

**What does it look like:**

---

**Why the premises:**

---

**What kind of Bomb is it:**

---

**Who are you (Name):**

---

**Address**

---

**Time of call:**

---

**COMPLETE THE FOLOWING DETAILS: (Page 2 of 2)**

**MAN YES/NO    WOMAN    YES/NO    CHILD    YES/NO  
OLD/YOUNG**

**Was message read or spontaneous:**

\_\_\_\_\_

**Was the call made from Call box: \_\_\_\_\_ Direct: \_\_\_\_\_**

**Any noise on the line: \_\_\_\_\_ Interruptions: \_\_\_\_\_**

**Any background noise \_\_\_\_\_ Traffic: \_\_\_\_\_ talking: \_\_\_\_\_**

**Machinery: \_\_\_\_\_ Aircraft: \_\_\_\_\_ Music: \_\_\_\_\_**

**Children: \_\_\_\_\_ Other: \_\_\_\_\_**

**Telephone number on which received: \_\_\_\_\_**

**Door supervisors Name: \_\_\_\_\_ Date: \_\_\_\_\_**

**No details in this document are to be amended unless agreed by:**

**NAME: Peter Moore**

**SIGNED:**

**POSITION: Company Director**

**DATE: 17/03/2014**

# Health and safety policy

**This is the statement of general policy and arrangements for:**

T3 SECURITY – UNKNOWN 011

Name of organisation

**Overall and final responsibility for health and safety is that of:**

PETER MOORE

Name of employer

**Day-to-day responsibility for ensuring this policy is put into practice is delegated to:**

JOHN ROBERTSON COMPLIANCE MANGER

Statement of general policy	Responsibility of (Name / Title)	Action / Arrangements (Customise to meet your own situation)
To prevent accidents and cases of work-related ill health and provide adequate control of health and safety risks arising from work activities	JOHN ROBERTSON HEALTH AND SAFETY MANAGER	ENSURE INSPECTIONS ARE COMPLETED BEFORE EVENT COMMENCES ENSURE RISK ASSESSMENTS AND SITE INSTRUCTIONS ARE COMPLETED AND UP TO DATE
To provide adequate training to ensure employees are competent to do their work	PETER MOORE COMPANY DIRECTOR	ALL STAFF SIA TRAINED AND ANY ADDITIONAL TRAINING COMPLETED
To engage and consult with employees on day-to-day health and safety conditions and provide advice and supervision on occupational health	JOHN ROBERTSON HEALTH AND SAFETY MANAGER	SITE VISIT HAS BEEN COMPLETED BY DIRECTORS AND COMPLIANCE MANAGER, STAFF ASSIGNMENT INSTRUCTIONS DRAWN UP FOR EVENT.
To implement emergency procedures - evacuation in case of fire or other significant incident.	PETER MOORE COMPANY DIRECTOR	SITE INSTRUCTIONS FOR ALL VENUES COMPLETED INCLUDING INDUCTION TRAINING AND EVACUATION PROCEDURES.
To maintain safe and healthy working conditions, provide and maintain plant, equipment and machinery, and ensure safe storage / use of substances	PETER MOORE COMPANY DIRECTOR	ALL SITES REGULARLY VISITED, ALL ELECTRICAL EQUIPMENT PAT TESTED.

Health and safety law poster is displayed:	BY CONTRACTOR		
First-aid box and accident book are located: Accidents and ill health at work reported under RIDDOR: (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) (see note 2 below)	ALL VENUES HAVE ADEQUATE FIRST AID FACILITIES LOCATION OF THESE ARE IN SITE INSTRUCTIONS		
Signed: (Employer)		Date:	20/02/2014
Subject to review, monitoring and revision by:	JOHN ROBERTSON	Every:	PER EVENT

Note 1: <https://www.gov.uk/workplace-fire-safety-your-responsibilities>

Note 2: [www.hse.gov.uk/riddor](http://www.hse.gov.uk/riddor)

# Risk assessment

**All employers must conduct a risk assessment. Employers with five or more employees have to record the significant findings of their risk assessment.**

We have started off the risk assessment for you by including a sample entry for a common hazard to illustrate what is expected (the sample entry is taken from an office-based business). Look at how this might apply to your business, continue by identifying the hazards that are the real priorities in your case and complete the table to suit. You can print and save this template so you can easily review and update the information as and when required. You may find our example risk assessments a useful guide ([www.hse.gov.uk/risk/casestudies/](http://www.hse.gov.uk/risk/casestudies/)). Simply choose the example closest to your business.

**Organisation name: T3 SECURITY @ EVENT UNKNOWN 101** , Unit 6 Shaw Buildings, Deptford Terrace, SR4 6DD

What are the hazards?	Who might be harmed and how?	What are you already doing?	Do you need to do anything else to manage this risk?	Action by whom?	Action by when?	Done
Slips and trips	Staff and visitors may be injured if they trip over objects or slip on spillages	Staff carry out general good housekeeping. All areas are well lit including stairs. There are no trailing leads or cables. Staff keep work areas clear, eg no boxes left in walkways, deliveries stored immediately, offices cleaned each evening	Adequate controls in place	No action required	N/A	N/A
Violence	Staff and visitors may be assaulted by visitors to the venue	All door staff fully trained in de escalation techniques and physical intervention, staff linked by radio contact and can refuse entry to the venue. Regular patrols of the venue are recorded and all areas are visited every 15 mins.	No action required	No action required	N/A	N/A
Spitting and other body fluids	Staff and visitors may be assaulted by visitors to the venue	Door staff trained in physical intervention and restraint techniques	No action required	No action required	N/A	N/A
Sexual Assault	Customers and staff	All door staff trained in spotting and proper procedures for vulnerable individuals	No action required	No action required	N/A	N/A

# **T3 SECURITY GUIDANCE TO HELP REDUCE WORKPLACE VIOLENCE**

## **WHAT IS WORKPLACE VIOLENCE?**

Work-related violence is described by the Health and Safety Executive (HSE) as:

“Any incident in which a person is abused, threatened, or assaulted in circumstances relating to their work”.

Violence and aggression includes verbal and emotional abuse or threats and physical attack to an individual or to property by another individual or group, it also includes the intention to injure or harm, uncivil behaviour and a lack of respect for others. Incidents of extreme violence are still quite rare, however, evidence has been emerging in recent years of the harm caused by non-physical forms of violence, including aggression and verbal abuse. It may be one unexpected incident or a series of repeated incidents. Over time this kind of violence has detrimental effects on the health and well-being of the victim. It is also apparent that non-physical forms often precede physical violence.

## **Violent acts include:**

- **Verbal abuse, in person or over the telephone**
- **Unreasonable and/or offensive remarks or behaviour**
- **Written abuse**
- **Rude gestures**
- **Intimidation**
- **Harassment, including sexual and racial abuse**
- **Threatening behaviour e.g. squaring-up without physical contact**
- **Ganging up, bullying and intimidation**
- **Physical or sexual assault**
- **Spitting**
- **Armed robbery**
- **Malicious damage to the property of staff, customers or the business.**

Workplace violence may not always begin in a critical or extreme situation; it sometimes follows a pattern of escalating behaviour – from agitation, expressed anger or frustration and intimidating body language, to verbal abuse and threats, physical threats or assault. Discrimination or harassment should be dealt with early, to help prevent more serious and violent behaviour.

Violent acts may be committed for their own sake, often with little or no planning such as “smash and grab” mobile phone theft brought about by opportunities such as few or no staff in the venue, or valuables left in an accessible position. Other attacks may appear to be random but are planned when security and violence control measures are not adequate.



Offenders may not be behaving rationally at the time but under the influence of alcohol or drugs.

The impact of violence on a victim depends on the severity of the violence, his or her personal experiences, skills and personality.

Venue staff are at risk from workplace violence as the goods and cash held in the venue put them at risk from criminals who will use violence to steal and contact with all sections of the public puts them at risk from people who become violent when they are angry. Incidents usually fall into one of four main categories: theft; troublemakers; angry customers and drunk, drugged or disturbed customers.

Confronting or trying to deal with customers who steal can frequently result in violence as can dealing with suspicious payment cards. In some cases young people, often in groups, can deliberately create conflict, for example by causing a disturbance to hide the fact that they are trying to steal goods. A large group of young people who accompany a single purchaser of goods can cause uneasiness in staff. Disputes with customers over goods and services can sometimes lead to violence. Complaints and requests for refunds are a notable 'flash point' as are refusal to sell age related products such as cigarettes and alcohol. Staff also face the possibility of violence when dealing with people with mental health problems or those under the influence of drink or drugs.

### THE LAW

#### **Health and Safety Law;**

There are five main pieces of health and safety law, which are relevant to violence at work:

- **Health and Safety at Work etc Act 1974**

Employers have a legal duty to ensure the health, safety and welfare at work of their employees, so far as is reasonably practicable

- **Management of Health and Safety at Work Regulations 1999**

Employers must assess the risks to employees and make arrangements for their health and safety by effective: planning, organisation, control, monitoring and review. Employers with five or more employees must write this assessment down, although it is recommended that employees with less than five employees also write it down. The risks covered should include the need to protect employees from exposure to reasonably foreseeable violence where appropriate.

- **Reporting of Injuries, Disease and Dangerous Occurrences Regulations 1995 (RIDDOR)**

Employers must notify the local authority of an accident at work resulting in death, major injury or incapacity for normal work for three or more days. This includes any act of non-consensual physical violence done to a person at work.

- **Safety Representatives and Safety Committees Regulations 1977(a)**
- **Health and Safety (Consultation with Employees) Regulations 1996 (b)**

Employers must inform, and consult with, employees in good time on matters relating to their health and safety. Employee representatives, either appointed by recognised trade unions under (a) or elected under (b) may make representations to their employer on matters relating to the health and safety of those they represent.

### **Employment and Civil Law;**

- **Employment Rights Act 1996**

A claim for constructive dismissal can be made under this act after an employee has left a company. However it is important to obtain advice from an employment lawyer or a trade union before considering this option.

- **Race Relations Act 1976**
- **Sex Discrimination Act 1975**
- **Disability Discrimination Act 1995**
- **Employment Equality (religion or belief) Regulations 2003**
- **Employment Equality (sexual orientation) Regulations 2003**

These Regulations create the framework that obliges employers to protect staff from harassment from the public and allow the worker to take their employer to an employment tribunal.

- **Protection from Harassment Act 1997**

This Act relates particularly to harassment in the form of stalking including harassment of an employee in the workplace. It gives police powers to prosecute someone who is persistently abusive towards an individual and also allows an individual to take out an injunction against a persistent offender.

- **Criminal Justice and Public Order Act (1994)**

This Act gives Local Authorities and the Police powers to issue Anti Social Behaviour Orders (ASBO's).

## **REDUCING WORKPLACE VIOLENCE – PRACTICAL WAYS TO AVOID VIOLENT SITUATIONS**

You must select the most suitable risk controls for your business. Having more than one control measure for a particular hazard would be a good way of reducing workplace violence incidents.

Have a code of conduct that clearly defines what bullying, harassment, abuse etc actually are.

Encourage employees to report all forms of workplace violence and aggression and act promptly on the reports. Don't wait for a complaint.

The effectiveness of your controls will depend on clear communication through all levels of the workplace, it is vital that employees know who is responsible for implementing the different areas of the procedure, including who will take charge during an incident or emergency and who will investigate after the event.

### **Provide a secure work environment**

Externally buildings should be well lit, have ready means of access and be kept free of possible hiding places for aggressors.

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Remove or restrict access to equipment that could be used as a weapon.

---

Ensure that staff are not working alone or in isolated conditions without adequate support

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Ensure staff are not alone when carrying out high risk tasks such as banking money.

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Where possible night staff should be allowed to park where there is easy access to the store and where their cars can be monitored.

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Where there are problems with public transport for staff that finish late, the employer should provide transport or assist staff in arranging lifts home together.

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### **Install and use physical barriers and security systems**

Provide a workplace that has service counters that act as a barrier to physical contact between clients and staff.

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Lock doors to "staff only" areas and ensure that only staff have (and use) keys.

-----  
Install security and access key/card/code systems.  
-----

Provide a “safe area” for workers to retreat to in case of emergency.  
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Check visitors credentials, especially those using entrances not normally used.  
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**Remove the motivation or incentive for violence**

Reduce cash held on site by encouraging use of electronic payment methods.  
-----

Regularly remove cash from more accessible areas and ensure that the till is emptied of cash at night.  
-----

Don't cash up/count money in public view.  
-----

Have a safe procedure for banking and/or cash collection.  
-----

Reduce stocks of valuable items to minimum levels.  
-----

Advertise that your business has security measures to detect aggressors.  
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Ensure that staff limit their personal valuables in the workplace.  
-----

**Ensure effective management, including selection of the right person for the job, fair employment conditions, training, employee consultation and regular supervision**

Promote the fact that harassment and bullying will not be tolerated.  
-----

Provide effective management and supervision.  
-----

Develop and implement grievance procedures to allow reporting and action.  
-----

Create a culture of respect.  
-----

Give clear guidelines on what is unacceptable behaviour and how to recognise early signs of aggression.  
-----

Give training on how to handle difficult situations with customers and how to act to reduce a person's aggression.  
-----

Give training on how to apply security measures.  
-----

**Ensure that work systems and service do not promote aggression from customers**

Provide reasonable waiting/queuing times.

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Ensure staffing levels are adequate for the time of day/week.

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Look at stress reduction factors such as temperature control, noise, natural and adequate light levels.

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Ensure staff are trained in violence detection and management including complaint and grievance handling.

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Provide customers with information about rights and responsibilities, including proof of age schemes. Ensure information is clear to reduce uncertainty.

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**Provide detection measures, for example:**

Security video cameras.

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Mirrors.

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Report forms to encourage description taking of incident and offender.

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**Deter offenders by making it known that security measures are in place:**

Notices declaring CCTV and other security measures are on site, these must be compliant with the Data Protection Act.

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Visible camera's and mirrors.

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Notices stating that a minimal amount of cash is kept in tills.

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Notices stating that 'A time delay safe operates on this premises which cannot be overridden by staff'.

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**Create Guidelines for Specific Situations:**

Lone working.

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Extended trading. Reduced staffing levels for late-night trading and problems with drunken customers increase the risk of violence.

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Night workers. Staff closing a store late at night are much more vulnerable than those closing in the early evening. Night shift staff have to travel to, or from work, later in the evening when access to public transport may be more risky.

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Key-holders who are called out in the middle of the night if the store alarm has gone off feel particularly vulnerable, especially if back up is not available.

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Age related sales such as cigarettes and alcohol.

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## **WORKPLACE VIOLENCE CHECKLIST**

This checklist can help to identify present or potential workplace violence problems. The checklist contains common features relating to the occurrence of workplace violence and control measures that are practical for retail establishments. Employers are encouraged to expand and modify the list for their own circumstances, as not all control measures will be relevant for all businesses.

<b>Contributing Factors</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>
Is the venue located in a high crime area		X	
Has the site experienced a robbery in the past 3 years		X	
Has the site experienced threats, harassment or abusive behaviour in the past 3 years		X	
Do employees exchange money with the public	X		
Is the business open during late night or early morning hours	X		
Does the business serve alcohol	X		
Do employees work alone or in small numbers	X		
Do employees work with, guard or transport valuable items like jewellery, camera's or cigarettes		X	
<b>Administrative/Work Practice Controls</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>
Is the workplace often understaffed?		X	
Are there emergency procedures in place to deal with different types of violence, incl. robberies and physical violence?	X		
Have employees been instructed to report suspicious persons or activities?	X		
Are employees trained in;			
▪ Ways to prevent workplace violence?	X		
▪ How to recognise warning signs of potential violence?	X		
▪ Ways to respond to hostile or threatening situations?	X		
▪ Use of the alarm systems and other security devices?	X		
▪ What to do in an emergency?	X		
Do you provide means for internal reporting after various situations, incl. descriptions of assailants?	X		
Are employees encouraged to report accidents, incidents and near misses?	X		
Is there a clear procedure for dealing with complaints and refunds?	X		

Are emergency telephone numbers for police, fire, medical services and business contacts posted adjacent to the telephone?	X		
Does the premises have a policy to maintain minimum amounts of cash in tills, especially during late night openings?	X		
Do employees work with at least one other person throughout shifts?	X		
Are there procedures in place to assure the safety of employees who open and close the store or respond to alarm callouts?	X		
Do you carry out daily checks on control measures such as lighting, CCTV and that emergency exits are clear?	X		
Are doors used for deliveries, rubbish removal etc, locked when not in use?	X		
Are doors to the front of the business locked before and after official opening times while staff are on the premises		X	
Is there a proof of age scheme in place, and is it enforced?	X		
<b>Engineering Controls</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>
Do employees have access to a telephone with an outside line?	X		
Is the entrance to the building easily seen and free from heavy shrub growth?	X		
Is lighting bright in parking and adjacent areas?	X		
Are all indoor lights working correctly?	X		
Are windows and views outside and inside clear of advertising and obstructions?		X	
Is there a working drop safe or time access safe to minimise cash available?		X	
Are security cameras and mirrors placed in locations that would deter robbers and provide greater security for employees?	X		
Are there height markers on exit doors to help witnesses provide more complete descriptions of assailants?		X	
Does the customer entrance have a door detector to alert employees when persons enter?		X	
Are silent or personal alarms in place to notify police or management?		X	
Can exit doors be opened only from the inside to prevent unauthorised entry?		X	
Are additional security measures put in place to protect employees at night?	X		
Are there employee only areas, separate from members of the public?	X		
Is there a secure place for employees to store personal belongings?	X		
Does the workplace have physical barriers, e.g. partitions protecting staff area?	X		



## **RISK ASSESSMENT**

No two workplaces are exactly the same, a combination of many factors will determine the need for protecting against violence towards staff. When selecting control measures you must consider what the different risk factors are that might lead to violent or aggressive situations. When looking at these factors you should consult with the people most likely to be affected, i.e. your employees, look at the history of occurrences recorded in accident/incident books and anecdotal evidence. The consultation process will reveal particular risks and **give employees the opportunity to contribute to violence prevention**. Without their input and support it is difficult to identify the actual risks and successfully implement preventive measures.

You need to know your own business. Signs of trouble might include; high staff turnover, high sickness absence (for example why can't people face work late at night or during busy periods at weekends), women who don't come back from maternity leave but do go on to work elsewhere, apprentices and juniors who resign suddenly, without explanation. It is recommended to always have exit interviews. Check the culture of the workplace, most bullying and verbal abuse is tolerated as "part of the job" or by a misguided loyalty and silence. The best way to deal with this is to **encourage recording of all incidents, then classify them, and look for common causes and patterns. If there are patterns look for common elements such as certain times of the day or the week/weekend.**

In general a business may reduce the risk of workplace violence by increasing the effort that the perpetrator must expend (trained staff in conflict management, controlling access and deterring offenders), increasing the risk of the perpetrator being caught (CCTV, reporting all incidents) and reducing the rewards to the perpetrator (removing cash or high value goods from easy access and identifying property). It is commonly agreed that single solutions, such as the installation of a panic button that can be activated in a crisis situation, are not completely effective in reducing the complex risk of violence at work. Instead a planned and systematic approach is needed so that employees understand their respective role and responsibilities.

### **Step 1 - Hazard identification**

- Check past incident and injury reports, and any employee compensation records, to identify past injuries and any patterns. (Finding few incident reports does not necessarily mean that workplace violence is not a problem, they may not have been reported in the past, especially verbal abuse that employees may have accepted 'as part of the job.')
- Ensure you have an effective consultation process in place. Consult employees on their own experiences. Encourage them to express their feelings and concerns regarding workplace violence, and whether they have been threatened or harassed while at work or when leaving the premises.
- Consult with the local police on what is happening in your area, is it a high crime area or has there been incidents in similar businesses recently.
- Conduct workplace inspections, using the checklist, to check for workplace violence risk factors. Include workplace design and layout and work practices.
- Set up a system for reporting all incidents, including verbal aggression, and ensure all staff are aware of it and are actively encouraged to report all incidents.
- Check procedure implementation, how staff deal with situations and check that any existing measures are being followed.

- Have exit interviews. Is an employee leaving because they feel unsafe at work?
- Contact local businesses, relevant community groups and industry associations for information on other similar businesses experiences.

### **Step 2 – Work out the Risk**

- Which of the identified hazards is most likely to occur? Identify high risk situations.
- What are the likely injuries that may result?
- How severe are the injuries likely to be?
- Which? And how many employees and/or other groups of people are likely to be affected?
- How effective are any existing security measures at minimising the risk of violence?

You can now focus on the high priorities first.

### **Step 3 – Controlling the Risks**

- Eliminate the hazard. The best method of protecting employees is to change the system of work to reduce the chance of workplace violence.
- Replace the hazardous procedure with a less hazardous one. When you cannot eliminate the hazard look for safer alternatives, for example, keeping less cash in tills
- Design safety and security into the premises and procedures. This includes improving visibility in and out of workplace, location of workstations and counters, no lone working, adequate lighting inside and outside, screens, use of drop safes, door detectors, alarms and surveillance systems.
- Integrate violence prevention activities into daily procedures, such as checking lighting, locks and security cameras.
- Establish systems of communication in the event of emergencies.
- Provide training. All employees must be trained in safety procedures, in the operation of security equipment and in what is unacceptable behaviour.
- Be prepared. Despite preventive measures incidents of workplace violence may still occur, when they do managing the event during and after is just as important. Employees must know what to do and how to handle the types of situations that are likely to occur.
- Contact other businesses and trade associations for advice on what has worked well in similar businesses elsewhere.
- Run a well-managed business. Aggression in customers can be increased by; invoicing errors, the product not corresponding to what was advertised, inadequate stock and not enough staff leading to long waiting and queuing times.

### **Step 4 – Record what you have done**

It is a legal requirement to record this assessment if more than 5 people are employed in the workplace, if there are less than 5 employees it is still good practice to write it down. This will help in passing information to employees and when you come to review your assessment in the future.

### **Step 5 – Review/Monitor what has been done**

It is important to know whether or not your actions are providing effective and efficient safeguards for your employees. Two basic questions need to be asked at this stage:

How effective are your preventive measures at reducing the frequency and severity of violent incidents? And

How effective are your reactive measures at minimising the negative outcomes associated with incidents of violence?

- Check accident / incident books or other methods of recording violent incidents that have been implemented. Have incidents been reduced? Are the control measures working? (At first you might see an increase in the number of incidents, especially of verbal abuse, as employees are being encouraged to record all incidents, these should decrease as the control measures become familiar and are used). Good recording is vital to the review process.
- Consult with employees on whether the control measures are user friendly, whether they hinder the job, and whether they could be improved or different ones used.
- Examine reports and minutes from staff meetings.
- Have return to work interviews. Could anything have been done differently?
- Keep abreast of new strategies to deal with violence in the retail industry.
- Change or improve the control measures as required through employee consultation, accident/incident/near miss monitoring and/or change in working practice.
- Ensure that any new employees have been informed of the procedures and any existing employees that are not using them are retrained. Procedures will not work if employees are not using them or do not know about them.
- Set a date for the next review.

### **T3 - EXAMPLE RISK ASSESSMENT**

<b>Task and Location</b>	<b>Hazard</b>	<b>People Affected</b>	<b>How often</b>	<b>Action needed</b>
--------------------------	---------------	------------------------	------------------	----------------------

Handling dissatisfied customers	Verbal abuse and physical violence from customers	Counter staff	Occasionally	Ensure staff trained in handling customers and complaints procedures. Have adequate numbers of staff
Handling drunken customers from pub next door	Verbal abuse and physical violence from customers	Late night staff and other customers	At pub closing times, especially at weekends	Ensure staff aware of emergency telephone numbers and trained in handling violence and aggression. No lone working at these times
Handling cash at counter	Robbery	All employees involved in cash handling and other customers	frequently	Check cash handling and alert procedures. Ensure staff trained
Taking deliveries	Robbery of valuable goods	Employees involved in deliveries	Stock delivery times	Check id's of delivery drivers, have more than one member of staff to look out
Shop-lifting	Physical violence if caught in the act	Employee who apprehends offender	Irregular	Ensure staff trained in how to deal with situation, i.e. how to apprehend thief or to not approach
Late night opening	Robbery	Night-shift employees	After dark	To review lone working policy
Age related sales	Verbal abuse from customers asked for ID or refused sale	Counter staff	frequently	Strict age policy display proof of age posters. Trained staff

### **WHAT TO DO DURING A VIOLENT INCIDENT**

Prevention is the best method of dealing with violence at work however despite preventative measures, incidents of workplace violence may occur. An essential part of your plan is to be prepared. All workers likely to be exposed to violence and

aggression must be aware of and trained in the violence prevention controls, and the types of situation that may happen in their workplace.

Violent situations often follow a pattern of escalating aggression;

- Annoyance
- Raised voice
- Verbal threats, physical gestures
- Actual physical violence

Avoid physical violence by recognising this and try to de-escalate the aggressive behaviour. Violence from other aggressors such as robbers and shoplifters may be immediate and unpreventable. Be prepared to take escape action as soon as possible. Where the aggressor threatens violence but has not yet become physically violent, do not do anything to aggravate them. If a duress alarm is in place, and the situation is enough to warrant it, activate for response. Summon help and call the police, if appropriate, if there are no other alternatives, self defence may be the only option.

After the incident record details, notify or report the incident to the supervisor/manager. The supervisor/manager should ensure post incident support is provided as required including first aid, other impact management, reporting, debriefing, counselling, compensation or legal assistance.

### **Basic principles for dealing with any violent incident**

- Take every violent incident seriously
- Investigate what happened
- If major incident report to the police
- No matter the size of the incident report it within the organisation
- Debrief in all cases
- Have a grievance procedure in place both for customers and staff and use it

### **Verbal abuse and threats**

- ✓ Withdraw from the situation immediately. Do not put yourself at risk or make the situation worse
- ✓ Inform supervisor immediately
- ✓ Complete any reporting forms or write down the details
- ✓ Supervisor to ensure that the threatened worker is not left alone at work or placed in situation at work where he or she is at risk of repeated aggression
- ✓ Supervisor should ensure that the worker is accompanied home or taken home by taxi if applicable, to reduce the risk of continued aggression away from the workplace. Such protection should be provided as long as there is reasonable fear of repeated aggression
- ✓ The incident should be reported to the police where appropriate

### **Physical and Armed Assault**

- ✓ If a duress alarm is in place activate it
- ✓ Withdraw from the situation immediately if possible. Do not put yourself or others at risk or make the situation worse
- ✓ Take refuge in a safe place
- ✓ Summon help if possible
- ✓ If you cannot withdraw you are entitled to use reasonable force to protect yourself
- ✓ As soon as you can withdraw to a safe place
- ✓ If you are injured seek medical help immediately
- ✓ Contact the police and notify your supervisor

### **Armed Hold-Up**

- ✓ Stand still and keep your hands where they can be seen
- ✓ Do not make any sudden movements
- ✓ Obey the offender's instructions exactly
- ✓ Remain calm and quiet
- ✓ Speak only when spoken to
- ✓ Do not shout or provoke the offender
- ✓ Be submissive and do not draw attention to yourself
- ✓ Do not stare at the offender or make direct eye contact
- ✓ Mentally note, if you can do so safely, the offenders details, height, build, hair colour, race, age, any scars or tattoos, their speech (accent, any names or phrases used)
- ✓ Allow the offender to leave
- ✓ Do not chase the offender – summon help, activate duress alarm, contact your supervisor and/or call police
- ✓ Ask any witnesses to remain
- ✓ Immediately seal off the area, including locking doors to prevent the offender re-entering

### **Bomb Threats**

- ✓ Take the treat seriously
- ✓ Remain calm – try to record the exact wording of the caller and distinctive background noises which might be used to identify the source of the call
- ✓ Ask questions to find out – where the bomb is, what it looks like, what time it will detonate
- ✓ Report the incident immediately to your supervisor
- ✓ Assist as instructed to report the incident to the police and evacuate the area

## **WHAT TO DO AFTER A VIOLENT INCIDENT**

Post incident response is important, it will help to prevent the incident occurring again and reassure employees that their welfare is important to the business. The response will depend on the nature and severity of the incident. Be aware that even seemingly minor incidents can cause emotional and psychological trauma, which may not be immediately evident, the effect of constant low level aggression or abuse is very wearing on employees and is a major contributor to high staff turnover. Reporting incidents provides the opportunity to ensure that the incident can be investigated, safety measure can be reviewed and modified to improve protection for staff in the future and that there is a secure basis for any legal redress or prosecution following the incident.

Practical things to assist staff and your business to recover from a violent incident;

- ✓ Secure the premises
- ✓ Provide prompt first aid treatment for injured people and/or arrange for medical treatment for any serious injuries
- ✓ Record details of the incident immediately, making details that may be forgotten over time including what happened, who was involved, what triggered the incident, place, conditions, time of day, witnesses.
- ✓ Senior management must become involved, sympathise and support the victim
- ✓ Both employees and the employer can contact victim support for help and advice
- ✓ Report the incident to the business owner or senior manager and the police if necessary. Complete any reporting form required. Notify all crimes to the police. Report to the enforcing authority under RIDDOR if necessary.
- ✓ Advise employees that they need to fully co-operate with the police to be able to apply for compensation from the Criminal Injuries Compensation Scheme (CICA). The incident must be reported to them as soon as possible, usually within 48 hours.
- ✓ Support employees and others involved, both directly after the incident and if any further action results. Employees should put the business address on any witness statements rather than their home address if they are worried about reprisals.
- ✓ Provide a debriefing to affected workers
- ✓ Allow workers time to recover. Do not force workers to “get over it” and continue work, this may induce further trauma and even other injury because they cannot concentrate on tasks
- ✓ Offer professional counselling
- ✓ Inform other employees, unless of confidential nature, to avoid spreading rumours
- ✓ Acknowledge the incident and take steps to prevent a reoccurrence. This includes investigating the causes of the incident and looking to see why your prevention measures did not work
- ✓ There may be further underlying causes not identified in your assessment that need to be addressed. Identify and overcome these. Investigations should not be looking to assign blame but to learn from an incident.

## **WEBSITES, RESOURCES AND REFERENCES**

<b>HSE</b>	<b>Work related violence topic:</b>	<a href="http://www.hse.gov.uk/violence/index.htm">http://www.hse.gov.uk/violence/index.htm</a>
<b>RIDDOR</b>	<b>Reporting:</b>	<a href="http://www.riddor.gov.uk">http://www.riddor.gov.uk</a>
	<b>Information and guidelines:</b>	<a href="http://www.hse.gov.uk/pubns/hse31.pdf">http://www.hse.gov.uk/pubns/hse31.pdf</a>
<b>DTI</b>	<b>Employment Regulations 2003:</b>	<a href="http://www.dti.gov.uk/er/equality/eeregs_a.htm">http://www.dti.gov.uk/er/equality/eeregs_a.htm</a>
	<b>Part Time Workers Regulations 2000:</b>	<a href="http://www.dti.gov.uk/er/ptime.htm">http://www.dti.gov.uk/er/ptime.htm</a>
	<b>Working Time Regulations (amended 2003):</b>	<a href="http://www.dti.gov.uk/er/work_time_regs/wtr.htm">http://www.dti.gov.uk/er/work_time_regs/wtr.htm</a>
<b>ACAS</b>	<b>Equality Direct website:</b>	<a href="http://www.equalitydirect.org.uk">http://www.equalitydirect.org.uk</a>
	<b>Advice and guidance for business managers on all equality issues</b>	<b>Helpline: 0845 600 3444</b>
	<b>The Suzy Lamplugh Trust:</b>	<a href="http://www.suzylamplugh.org/home/index.shtml">http://www.suzylamplugh.org/home/index.shtml</a>



**T3 SECURITY - VIOLENT INCIDENT REPORT FORM**

Date of report .....

Date of incident .....

Time of incident .....

Person reporting & position .....

**Details of incident;**

Employee(s) involved (include age and sex) .....  
.....  
.....

Activity / task at time of incident  
.....  
.....  
.....

Type of incident (physical injury, verbal abuse, sexual/racial abuse, threatening behaviour, damage to personal/other property) .....  
.....  
.....

Location of incident (attach a sketch if possible) .....  
.....  
.....

Outcome (assailant apprehended, police called, medical assistance required, first aid treatment required, time lost, emotional shock or distress, legal action initiated) .....  
.....  
.....

Relevant events which preceded the incident and possible contributing factors .....  
.....  
.....

Details of witnesses (name and address, attach a signed statement if possible) .....  
.....  
.....  
.....

Other relevant information (include possible preventative /remedial actions)  
.....  
.....

**Details of the offender;**

Sex .....	Race .....	Age .....
Height .....	Weight .....	Build .....
Glasses .....	Facial hair .....	Eyes .....
Tattoos .....	Scars / Marks .....	Hair .....

Clothing.....  
.....

What was said: .....  
.....

Accent / distinguishing features of voice .....  
.....

**Vehicle description;**

Colour .....

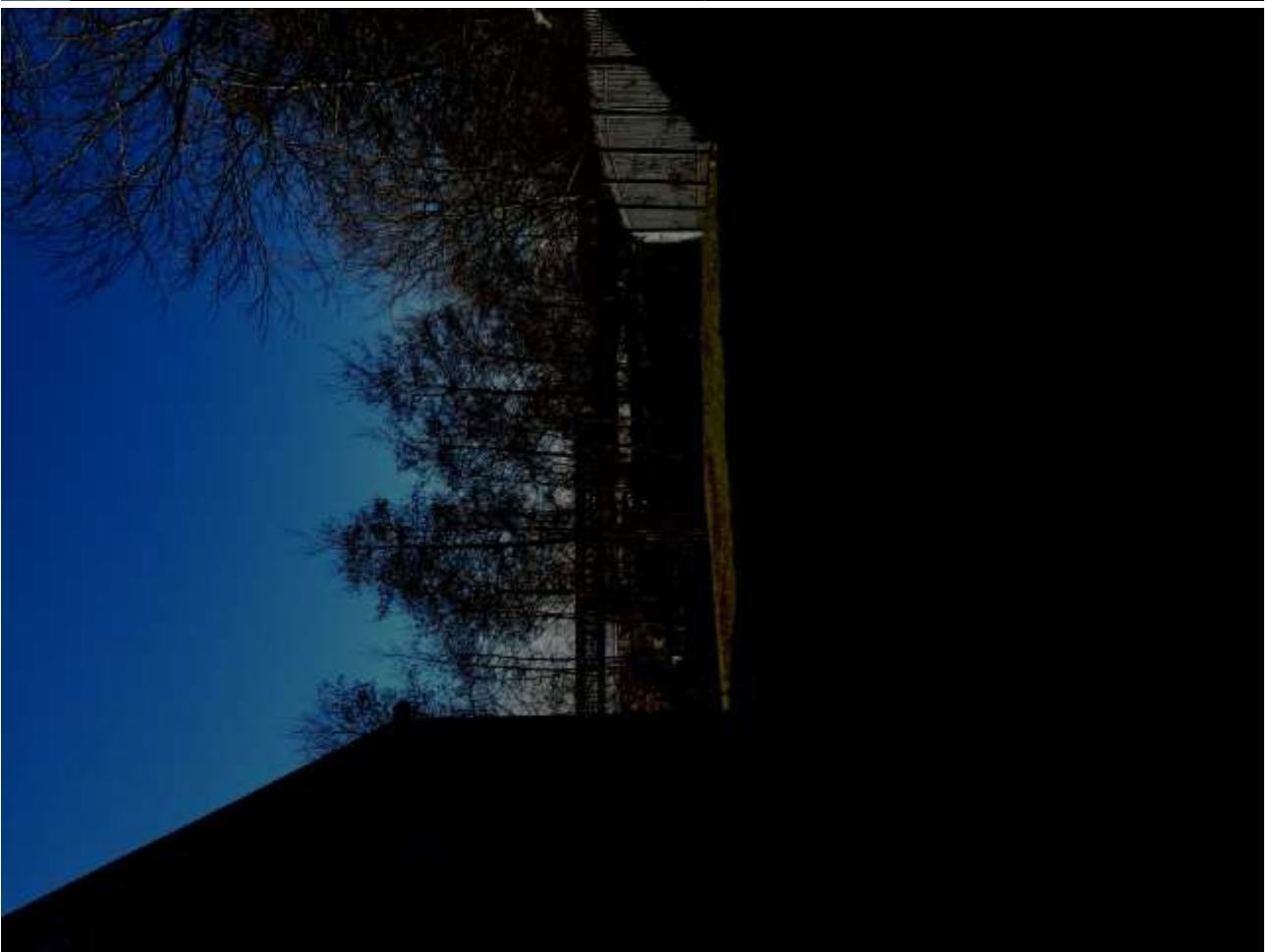
Registration number .....

Make .....

Model .....

External features .....

Interior features .....



These are pictures of both before and after. The before photo is the way the outside of the warehouse looked the last time we applied for the TEN on this premises and the second is the way it looks now after we have done the work we said we would to make the building safe. The idea is to gravel the area next to the warehouse wall and the emergency exit to make the ground suitable for a fire exit run way as we are aware grass is not suitable. (the fire and bricks around it are no longer there)

**Before.**



**After.**







After.



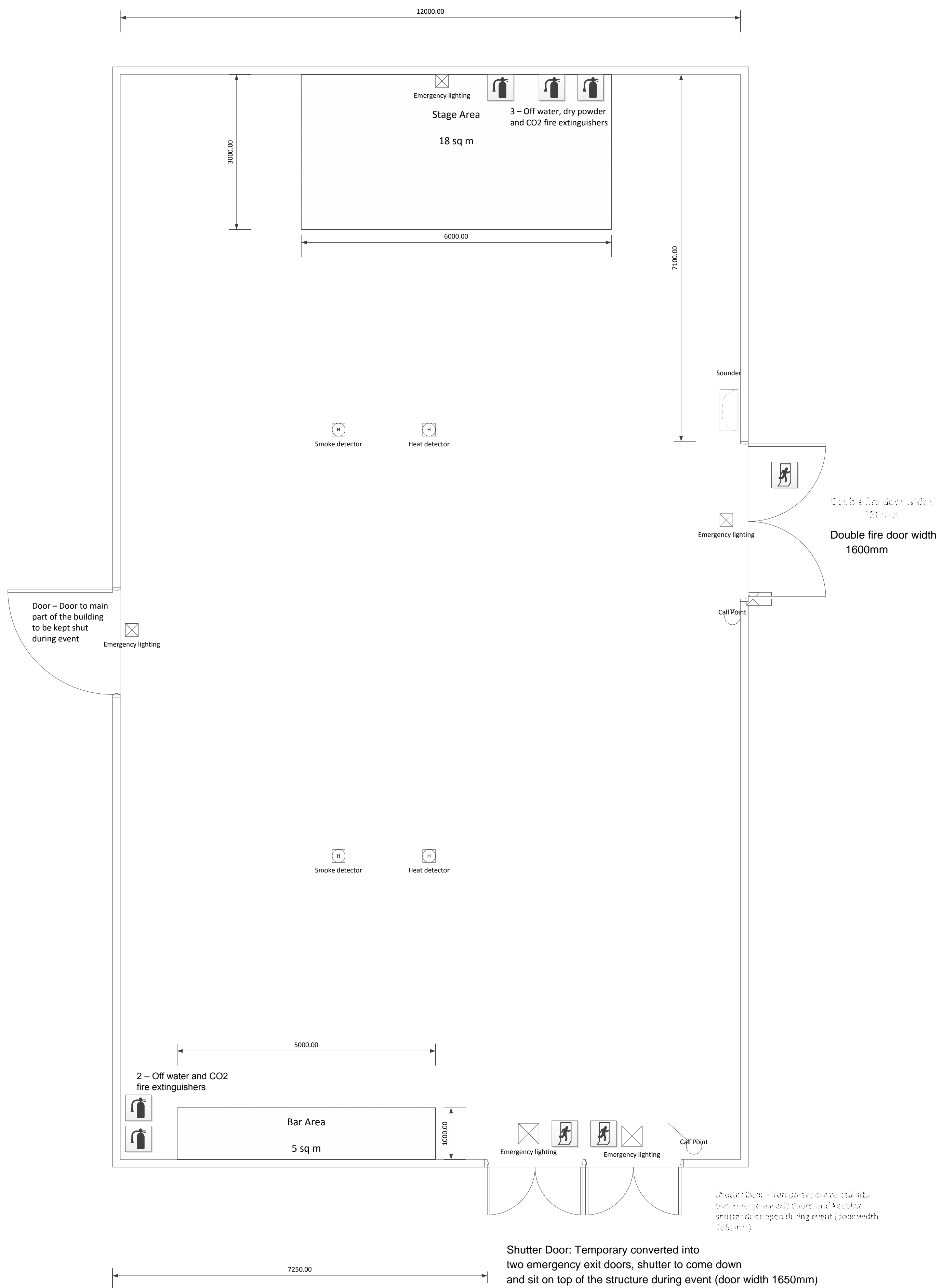


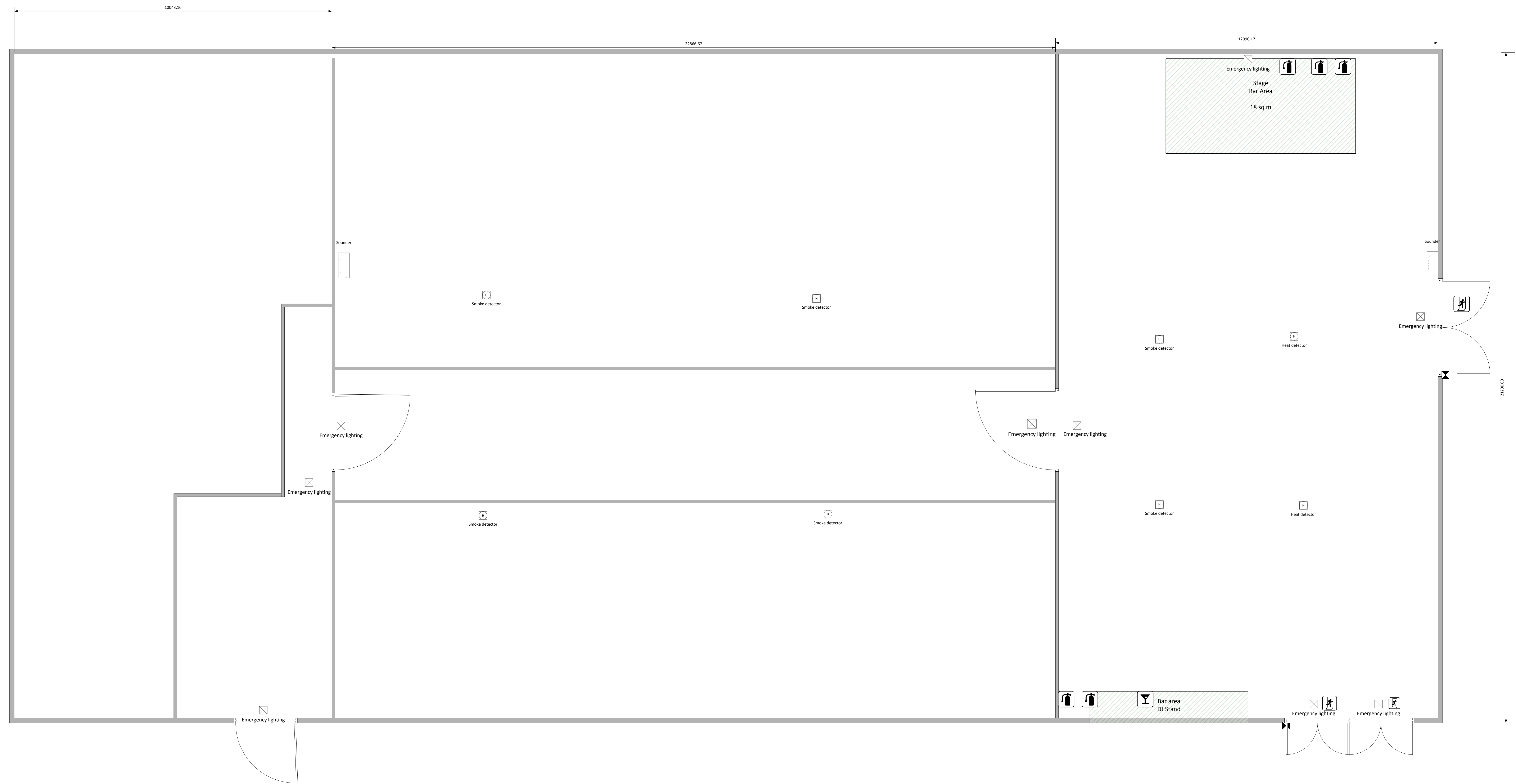
# Day + Night



There were issues with parking raised in the last application hearing. After monitoring the parking outside of the warehouse both on a night time and during the day I found there was always loads of cars from the go northern company parked up and also vans from unit 5 - food line during opening hours. On the night time there are very little cars left allowing for other cars to park there, just incase there was more cars than expected and we had used up all our space what we have available inside the premiss of unit 6. Please see the picture below







## **Floor Plan Text.**

The way we have measured the occupancy level is a simple method what is 2 persons per square metre. 252 square metres is the area of the warehouse we will be using, take away 23 square metres for the stage area and bar area leaves us 227 square metres allowing us to run safely with a 400 capacity.

Fire Extinguishers we have are 2\* Dry Powder 4\* Water 1\*Co2





Unit 6 Shaw Buildings, Deptford Terrace, Sunderland, Tyne & Wear SR4 6DD  
Tel 0191 5651222 0191 5651444 0191 5651333 (fax)  
[www.newyorkproductions.co.uk](http://www.newyorkproductions.co.uk)

## NOISE ASSESSMENT REPORT

**Client** Mr C Bungoni

**Location** Unit 6 Shaw Buildings Deptford Terrace Sunderland

### Proposal

To produce a warehouse party event at the above address capable of operating within acceptable noise pollution guidelines.

Sound level testing was carried out as requested – results are shown in this report.

**Building construction** Insulated steel panels with concrete support frames. Concrete floor.

**Roof construction** Cement/composite roofing panels

### Equipment to be used.

Sound system – Funktion One PA system complete with XTA DSP systems to control and monitor SPL

**Sensitive areas tested** Carol Street, Wear Street, Easington Street North and Southwick Road.

**Test date** 08/02/2014

**Time/test period** 11pm – 3am

Measurements and parameters were set as previous tests to standardise and reference results obtained. The same test equipment has been used throughout.

### Measured Parameters:

Test equipment CEL-620B self calibrating noise level meter

LXY, LXYmax, LXYmin, LXeq, LXpeak, Lavg, LC-LA, LXIeq, LTM3, LTM5, LAE

Octaves: LXY, LXeq, LXYmax

Where X is the frequency weighting A, C or Z and Y represents time weighting Fast (F), Slow (S) or Impulse (I).

All weightings simultaneously measured where appropriate.

### Environmental:

In operation: Relative humidity of 5% to 90% (non-condensing)

Temperature 0 to 40°C (class 2), -10 to 50°C (class 1)

Atmospheric pressure of 65 to 108kPa

In storage: Relative humidity of 5% to 90% (non-condensing)

Temperature -20 to 60°C

Atmospheric pressure of 65 to 108kPa

**Measuring equipment was set to take readings on A weighted scale and set to slow response.**

**As required, test readings were taken during the extended hours using pink noise and test frequency track on test CD. Parameters were set on the XTA 226 DSP control unit to limit SPL to within acceptable levels. Internal peak limiters were set to 105db A weighted**

### **Test parameters**

The objects of these tests were to determine the effects on the adjacent properties of the production of noise within the proposed premises during extended hours of operation as shown above.

Ambient noise levels were monitored throughout the period and test noise levels were produced within the premises using both pink noise and test frequencies on recorded media.

The noise levels were measured over the period using meters set A weighted and slow response.

### **Results**

With test noise emissions of 95db it was found that at 400m distance from site levels of less than 60db were measured. This directly confirms the equation relating to noise dissipation over distances.

It was found that the ambient noise levels at all sensitive locations continued at similar previously measured levels until between 11:40pm and 12:05am when there was a reduction. Ambient noise levels did increase due to traffic noise between 12:05 and 1:15am then reduced again after this period to remain at 51db LAeq 15 with light traffic. There were occasional times when noise levels from pedestrians along Carol Street and Southwick Road were measured at up to 82db throughout the test period although this did not affect the 15min average. Traffic noise along Southwick Road caused a test result of 81db with no audible noise from the test. Housing to the north of Southwick Road was unaffected by this and remained at 64db reducing to 52db.

The ambient noise level reduced over the period due to lower traffic movement. Measurements were found to stabilise at 51db LAeq 15min at all locations with no test noise being produced within the premises.

No audible spillage was measured at the rear of the premises or at each of the end elevations.

Levels of up to 64db were measured at all locations from pink noise with the internal levels set at 105db limited. There was no audible test noise at any of the locations. When internal test noise reduced to 95db the result produced no reduction measurable over ambient levels at any of the test locations.

**Test Engineers**            D Arkley A.Meadows

### **Recommendations.**

It is advised that an internal maximum level of 95db should be set on the XTA 226 DSP unit. Noise levels will be monitored throughout the event and these test results will be made available to the licensing authorities.



## **Proposed Noise Control Measures**

### **N1 Noise Control**

Where required the Licensee shall appoint a suitably qualified Acoustic Consultant whose duties will include:

- (a) liaison with the Licensing Authority, the Licensee, the Promoter of the Licensed Event, the sound system supplier(s) and the sound engineer(s) prior, during and after the Licensed Event;
- (b) advising on techniques to be used to reduce noise disturbance outside the Licensed Event and to reduce the risk of hearing damage to persons inside the Licensed Event;
- (c) informing the Licensee of any breaches in the prescribed limits and advising on the action necessary for compliance.
- (d) undertaking any monitoring required by the Environmental Health Officer of licensing authority using a Sound Level Meter conforming to British Standards.

### **N2. On-Site Noise**

In order to minimise the environmental impact of the Licensed Event as well as the risk of hearing damage to members of the audience, the Licensee shall ensure that:-

- (a) The Equivalent Continuous Sound Pressure Level of the Licensed Event shall not exceed 95 dBL<sub>Aeq</sub> in the audience area, measured from the start of the first act until the end of the last.
- (b) No member of the audience shall be allowed within 3 metres of any loudspeaker stacks, with the exception of suspended loudspeakers within marquees playing recorded music only.

- (c) The peak sound pressure level shall not exceed 110 dB at any part of the Licensed Area, at any time.
- (d) Monitoring at the points required to satisfy the foregoing conditions shall be carried out continuously and/or on a 15-minute basis and the results of that monitoring shall be made available on request and presented to the Licensing Authority representative immediately after the end of the event.
- (e) Agreement on the monitoring equipment, methodology and locations shall be reached between the Licensing Authority and the Licensee prior to the Licensed Event, and the Licensing Authority's approval shall not be unreasonably withheld.
- (f) The Licensee shall utilise correctly focused and or flown line array systems.
- (g) Where the event Leq is likely to exceed 96dBA the audience shall be advised in advance, either on tickets or at entry points.

**N3. Off-Site Noise**

In order to minimise the environmental impact of the Licensed Event on residential and other noise-sensitive premises likely to be affected, the Licensee shall ensure that: -

- (a) Between 23.00 and 04.00 hours the Equivalent Continuous Sound Pressure Level of the Licensed Event, when predicted at the planning stage or measured during sound tests, rehearsals or the Licensed Event proper, shall not exceed 65dBL<sub>Aeq</sub> (15 minutes) when measured freefield at any noise-sensitive premises. Alternative measurement positions may be agreed with the Licensing authority
- (b) Between 23.00 and 04.00 hours the music noise of the Licensed Event shall at no time exceed 75 dBL<sub>eq</sub> (15 minutes) in either of the 63Hz or 125Hz octave frequency bands, when measured freefield at any noise-sensitive premises. Alternative measurement positions may be agreed with the Licensing authority.
- (c) The Licensee and his representatives shall comply with all reasonable requests by Licensing Authority representatives to reduce the music noise level in order to achieve or maintain compliance with the foregoing conditions.

- (d) For the avoidance of doubt noise and sound pressure levels from the licensed event includes all noise from the licensed premises and explicitly includes noise from activities and trader concessions.

**In practice**

Ambient noise levels prior to the event shall be taken and electronic limiting controls on digital speaker processing will be set to 30dbA above ambient as a maximum in the event arena.

**D.G. Arkley**  
**Director**  
**New York Productions.**

# CCTV

We have a four way temporary CCTV system what will be installed on the night of the event by DEK Systems. The video footage can be requested by any local authorities after the event is over. There will be one camera facing the bar area, one facing the dance floor and the other two will be outside, one on the main door and one facing the smoking/taxi waiting area. Please feel free to contact Dave from Dek Systems for any further information.

**DEK SYSTEMS**

Home Equipment About us Contact us Case Studies

» security  
» surveillance  
» peace of mind

**Contact DEK Systems**

The Northeast's Specialists for CCTV Installation & CCTV Equipment

DEK Systems 1 Gillside Grove,  
Roker,  
Sunderland,  
Tyne and Wear,  
SR6 9PQ

**Office:** 0191 549 6631  
**Site:** 07885 495566  
**Email:** info@deksystems.co.uk

**Contact DEK Systems: The Northeast's Specialists for CCTV Installation & CCTV Equipment**

Please use the form below to contact Dek Systems.

Name:

Email address:

Comments:

## Fire Alarm/Lighting System.

We propose to instal a Digiteck wireless fire alarm safety system what is BS5839 Cat D. It will consist of 1 main unit, 2 sounders, 6 smoke detectors, 2 heat detectors, 2 glass break points, 2 remote keys what allow workers to manually set the alarm off incase of a fire. This system will be separate to the fire alarm system already installed in the warehouse what is a Fire Sense System what is designed to comply with BS5339 part 4 and EN54, there is a fully automatic life protection fire sprinkler system what runs throughout the warehouse, these are widely regarded as the most effective method of controlling a fire, this as British Standard BS 5306-2:1990. Also a self contained manual fire alarm to be situated near the second emergency exit, this unit incorporates a manual call point and a fire alarm sounder what is safe and reliable and very loud, reaching 118db what will be louder that the music in the warehouse so in the case of an emergency this would be heard. We have also installed new 4\* 8w self contained emergency lighting units throughout the warehouse. On top of this there will be 3\* 20w halogen emergency lighting units, all units will be linked into the buildings main electrics. The way both lights work is while the electric is running normally the lights charges up, in the case of an emergency and there will be a cut to the power then the lights come on instantly and have a 3 hour battery life, the British Standard of these lights are BS5266. Outside there is also a UPS outdoor battery back up system connected to IP65 rated fully wrapped waterproof emergency lighting.

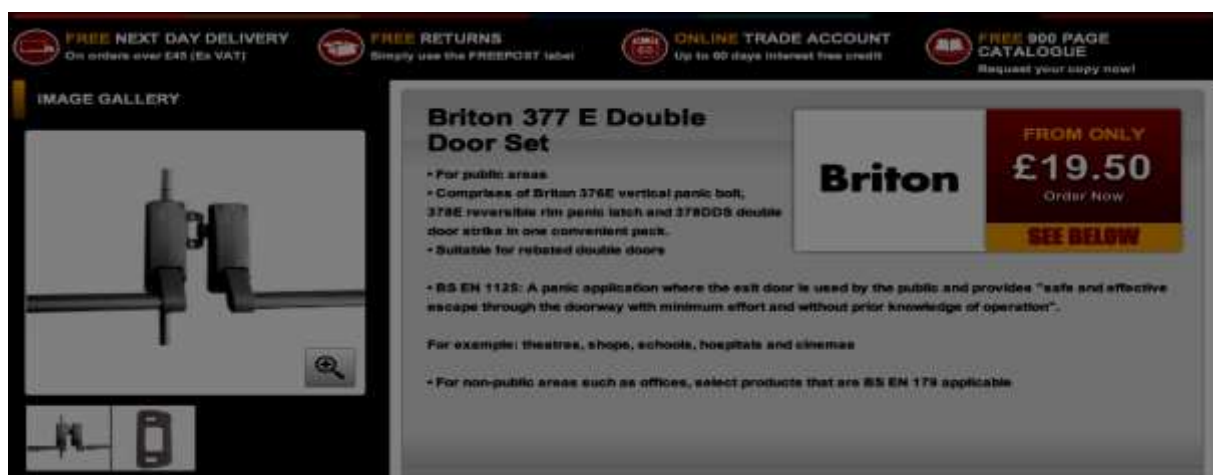
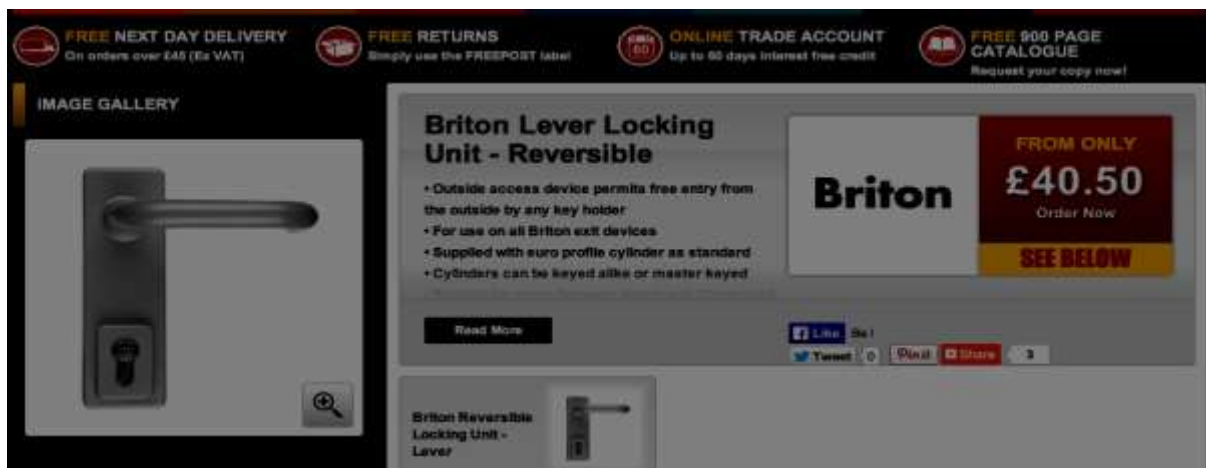






## Fire Exits

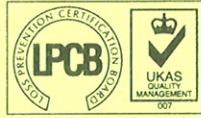
We propose to get push bar fire exit fixings installed on the two new fire exit doors once we get permission to go ahead with the event. The fixings are all BS 1125 standard and will be fitted by a fully qualified joiner. We will have one reversible unit on one of the new doors allowing customers to gain entry into the warehouse. The other 2 double fire doors will also be fitted with the same double door push bar exit fixings. It is next day delivery with the site we will buy these fixings from so we will be able to get the work done within 4 days of purchasing the items online. Please see items below



## Fire Resistant Curtains.

The way we plan on sectioning the part of the warehouse we will be using to the rest is with steel barriers and fire proof curtains. The steel frames will be safely strapped to existing shelving what is bolted into the ground. New York Productions have over ten years experience in catering for small and big scale festivals so are more than capable of erecting a safe frame to section the building off. Please see below both fire curtains and steel frames.





- SLOUGH
- BRISTOL
- CRAYFORD
- WEST BROMWICH
- EAST KILBRIDE
- BELFAST
- WIGAN
- BARNSELEY
- NEWCASTLE
- MANCHESTER
- ABERDEEN

Please see overleaf for (your branch office).

**SERVICE / MAINTENANCE CERTIFICATE**

009379/001  
J. R. Cross  
Unit 3  
Deptford Terrace  
Sunderland

SR4 6DD

DATE 29/07/13  
JOB No. 3733857  
REFERENCE No. QB8007334  
ACCOUNT 009379  
CLIENT ORDER SIGN C YEOMAN 25/7/1

CONTACT : CONNIE YEOMAN      ROUTE : 201/S  
TELEPHONE : 07733188099      SERVICEMAN : NEWCASTLE MAINT  
W/HOUSE No. :

SPECIAL INSTRUCTIONS : e.yeoman@gfhydro.com

CODE	DETAILS	SITE QTY	SERVICE QTY	ITEMS USED	FULLY OPERATIONAL	OPERATIONAL INCLUDES RECOMMENDATION	NOT OPERATIONAL
EA01-0010	FIRE ALARM PANEL	1	1				
EA01-0030	CALL POINT	7	6				

RECOMMENDATION REQUIRED REFERENCE NUMBER	IS RECOMMENDATION		DOES CLIENT REQUIRE WORK TO BE CARRIED OUT ON DAY WORK?		OUTSTANDING RECOMMENDATIONS FROM PREVIOUS ATTENDANCES?	
	URGENT	NON URGENT	YES	NO	YES	NO

**SERVICE REPORTS/DOCUMENTS ISSUED ON THIS VISIT**

- MS1001 Fire Pumps
- MS1002 R102 System
- MS1003 Dry/Wet Riser
- MS1004 Sprinkler System
- MS1005 Pump House Record
- MS1006 Hose Reel
- MS1007 Authority to Work
- MS1008 Water Supplies
- MS1009 Foam System
- MS1010 Changeover Cert
- MS1011 Care Booklet
- MS1012 Sprinkler Test Card
- SI1001 Initial Audit
- SI1002 Audit Report
- ES1001 Alarm/Detection
- ES1002 Emergency Lights
- ES1003 Alarm Log Book
- GS1001 Gas System
- WS1001 Watermist System
- DS1002 Hinged Door
- DS1003 Sliding Door
- DS1004 Rolling Door
- DS1005 Sectional Door
- DS1006 Folding Door
- DS1007 Hi-Speed Door
- DS1008 Automatic Door
- DS1009 Door Loading
- DS1010 Grilles
- DS1011 Smoke Curtain

Customer's Name Calson      Order Number (Sales) \_\_\_\_\_  
 Title \_\_\_\_\_  
 Signature B. Appuby  
 Engineer's Name G. Dookey      Serviceman Number \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Date 23/08/13      Time \_\_\_\_\_



- SLOUGH
- BRISTOL
- CRAYFORD
- WEST BROMWICH
- EAST KILBRIDE
- BELFAST
- WIGAN
- BARNSELY
- NEWCASTLE
- MANCHESTER
- ABERDEEN

Please see overleaf for (your branch office).

**SERVICE / MAINTENANCE CERTIFICATE**

009379/001  
J-R. Cross  
Unit 3  
Deptford Terrace  
Sunderland

SR4 6DD

DATE: 13/02/14  
23/02/14

JOB No: 3733818

REFERENCE No: SUX220306

ACCOUNT: 009379

CLIENT ORDER: YEOMAN 25/7

CONTACT : CONNTE YEOMAN  
TELEPHONE : 07733188099

ROUTE : N1  
SERVICEMAN : Newcastle Maintenance  
W/HOUSE No. :

SPECIAL INSTRUCTIONS : yeoman@tyhydro.com

CODE	DETAILS	SITE QTY	SERVICE QTY	ITEMS USED	FULLY OPERATIONAL	OPERATIONAL INCLUDES RECOMMENDATION	NOT OPERATIONAL
TT3555	FLOW TEST	1					
MR150LW-AV	WORMAID 150 LW ALARM VALVE	1					
	INFLOW 30-F-3						
	300 -			7.6		8.0 bar	
	500 -			7.6		8.0 bar	
	700 -			7.5		8.0 bar	
	900 -			7.4		7.9 bar	
	1100 -			7.4		7.9 bar	
	1300 -			7.3		7.9 bar	
	1500 -			7.2		7.7 bar	

RECOMMENDATION REQUIRED REFERENCE NUMBER	IS RECOMMENDATION		DOES CLIENT REQUIRE WORK TO BE CARRIED OUT ON DAY WORK?		OUTSTANDING RECOMMENDATIONS FROM PREVIOUS ATTENDANCES?	
	URGENT	NON URGENT	YES	NO	YES	NO

**SERVICE REPORTS/DOCUMENTS ISSUED ON THIS VISIT**

- MS1001 Fire Pumps
- MS1002 R102 System
- MS1003 Dry/Wet Riser
- MS1004 Sprinkler System
- MS1005 Pump House Record
- MS1006 Hose Reel
- MS1007 Authority to Work
- MS1008 Water Supplies
- MS1009 Foam System
- MS1010 Changeover Cert
- MS1011 Care Booklet
- MS1012 Sprinkler Test Card
- SI1001 Initial Audit
- SI1002 Audit Report
- ES1001 Alarm/Detection
- ES1002 Emergency Lights
- ES1003 Alarm Log Book
- GS1001 Gas System
- WS1001 Watermist System
- DS1002 Hinged Door
- DS1003 Sliding Door
- DS1004 Rolling Door
- DS1005 Sectional Door
- DS1006 Folding Door
- DS1007 Hi-Speed Door
- DS1008 Automatic Door
- DS1009 Door Loading
- DS1010 Grilles
- DS1011 Smoke Curtain

Customer's Name: J. R. Cross  
Title: Unit 3  
Signature: [Signature]  
Order Number (Sales):

Engineer's Name: S. Marriott  
Signature: [Signature]  
Date: 13/02/2014 Time:   
Serviceman Number:

**Service Report - Sprinkler Installation**

Tick one box below

Form No: MS1004

Contract No: 3783818 Date: 13 02 2014 Ops Code No: SQX 220306

Customer Name: TR CROSS (Sunderland) Sp4 Ltd

Extent of system covered by this report: Alarm Valve

Installation type	<u>WET</u>		
Installation No.	<u>1</u>		
Installation size	<u>150</u>		
Installation manufacture	<u>WORKMAN</u>		

**INTRODUCTION**

Ensure Customer has signed Authority to Work Documentation:

Have you been provided with, or do you have access to the system data?

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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**PRESSURE GAUGES/TRIP TEST**

Record readings of all pressure gauges in the log book before maintenance operation.

1. Gauge B (below alarm valve) pressure.

Alternate/Dry system

Note; Must be carried out at the spring changeover.

2. Record standing air pressure.

3. Installation pressure (gauge C) at point of trip from air to water.

4. Time taken for valve to trip.

5. Delay time at inspectors test (where fitted)

<del>record</del>	record	record
<u>7.6</u>		
record	record	record
record	record	record
record	record	record
record	record	record

**SERVICE CONTROL VALVES/WATER ALARM MOTOR**

1. Carry out service and maintenance to installation valve.

2. Fitted replacement parts provided.

3. Alarm water motor. Clean strainer, water jet and oil the external water motor and gong where appropriate.

4. Is the installation stop valve easy and free from leaks.

5. Has the compensator been cleared.

6. Is the alarm motor in correct working order. Record time.

7. Check recording gauges against pre-calibrated gauge. Record results against the noted pre-calibrated gauge reference number, Test gauge No. \_\_\_\_\_

8. Is the condition of the valves GOOD/FAIR/POOR

9. Has the service label been fitted and dated.

10. Have the valves been left in working order.

11. Have the valves been strapped and padlocked in correct position.

12. Is the compressor and jockey pump in good working order.

13. Record cut in pressure of jockey pump.

14. Record cut out pressure of pump.

15. Record water flow test at valves - record flow and pressure.

16. Water flow alarm switches - fully functional.

17. Record all gauges in log book upon completion.

18. Check that spare sprinklers and spanners available.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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**ALTERNATE SYSTEMS**

1. Has the installation been left on air or water.

2. Has the accelerator been serviced and left operational WINTER only.

3. Winter conditions. Does the pipework give correct fall to allow drainage.

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

**DRY SYSTEMS**

Half yearly - DO NOT FILL SYSTEM WITH WATER.

Exercise valve (either remove cover plate and manually operate the moving parts) or is

subsidiary valve fitted downstream of alarm valve, close valve and prime space between

dry valve and subsidiary valve and open drain valve to operate.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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**RECOMMENDATIONS**

Are there any recommendations for remedial work or system upgrades.

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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We being the competent persons responsible (as indicated by the signature below) for the servicing of the Fire Sprinkler Installation, certify that the said work for which we are responsible complies to the best of our knowledge and belief with the requirements of BS 12845, BS 5306 and/or LPC/FM rules and amendments as applicable, regarding periodic and annual inspections and tests except for the variations, if any stated in this report.

Engineers Name:

Signature:

Print:

Date:

Client:

Signature:

Print:

Date:

For Tyco Fire & Intergrated Solutions

**AUTHORITY TO WORK ON FIRE PROTECTION EQUIPMENT**

We hereby request and authorise Tyco Fire & Integrated Solutions to commence the necessary work on our Fire Fighting Equipment.

We have notified our Insurance Company and have obtained their permission for the system to be rendered inoperable and for the work to be carried out.

We agree that system isolation including the turning off of the water supply and the full reinstatement thereof shall be our responsibility.

We understand that the water supply must be reinstated at the earliest possible opportunity and we will endeavour to carry out this function before the end of the working day. If this is not achieved, I will advise my Insurance Company and other relevant authorities accordingly.

Signed on behalf of J.R. Cross Unit 3 DEPTFORD TERRACE  
 Signature [Signature] Date 13 02 2014  
 Position occupied [Signature]

**CLEARANCE FORM FOR FIRE PROTECTION EQUIPMENT**

This form must be duly signed by Tyco Fire & Integrated Solutions operative before leaving the premises at the conclusion of the period during which the water has been turned off from the fire protection equipment and must be countersigned by clients representative.

Order No. 3733818

Before leaving the premises today, I have ensured by personal inspection that the Alarm, Test and other Valves are in their normal or operative positions, and the Installation Main Stop Valve(s) as well as Stop Valve(s) on the Supply Service(s) were fully open, within the scope of our works.

Signature of Operative [Signature] Date 13 02 2014

We confirm that the above statement as regards Valves is correct, and that we have opened the Main Stop Valve(s) and the Stop Valve(s) on the Supply Services and checked that the water supply equipment is fully operative.

Signed on behalf of J.R. Cross  
 Signature of responsible representative of client [Signature]  
 Position occupied [Signature]

INSTALLATION	PRESSURE ABOVE VALVES		BELL DELAY
	BEFORE TEST	AFTER TEST	
1	9.5	8.4	3 SECS

White: Client Copy

Yellow: Local Office

Blue: Retained in Book

Contract duration/ payment terms	
Yearly service charge	£265.00 (excluding VAT)
Payment	Invoiced following completion of visit
Payment terms	30 days from date of invoice
Length of agreement	1 Year
Period of agreement fixed price	1 year fixed price

**Emergency Call Out Charges** In the event of an emergency call out, all charges will be based upon the ruling Tyco Fire & Integrated Solutions Service Client rates current at the time.

**APPENDIX A : DETAILED ASSET LIST**

**A1 – Alarm Valves**

Item	Type	Size	No.
1	Wormald LW Alarm Valve	150mm	1

**A2- Flow Test**

Item	Type	No.
2	Annual Flow Test	1

Duration of The Agreement	Client Initial
One year	
Two year	
Three year	
Four year	
Five year	
Other (please specify).....	

Payment	
Yearly service charge	£265.00 (excluding VAT)
Payment	Invoiced following completion of visits stated above.
Payment terms	30 days from date of invoice
Period of agreement fixed price	1 year from 15 <sup>th</sup> May 2013

# SAFE and SURE

**FIRE PROTECTION LTD.**

Unit 2, Mill Lane, Langley Moor Ind. Est.,  
Langley Moor, Durham DH7 8HE

Telephone : Business Hours (0191) 378 1153

Fax: (0191) 378 9296 Web: www.safeandsurefire.com

After Hours (0191) 386 8655

VAT No. 425 9964 11



## CERTIFICATE OF INSPECTION

CONTACT Chris Bungow

TEL NO: 07516135998

Delivery/Service Date 10/2/14

Customer Order No .....

INVOICE ADDRESS  
New York Productions  
UNIT 6, SHAW BUILDINGS  
DELFORS TERRACE  
SUNDERLAND

LOCATION ADDRESS

PRODUCT	TOTAL SERVICED	CON'D	RE-CHARGED	O/A	REFURB	O/A	NEW EQUIP	O/A
WATER	3		1					
FOAM AFFF 2Ltr								
FOAM AFFF 6Ltr	1							
FOAM AFFF 9Ltr								
CO.1.1KG/2 <sup>1</sup> / <sub>2</sub> LB								
CO.2.2KG/5 LB	2	1						
CO.3.2KG/7 LB								
CO.4.5KG/10 LB								
POWDER 1KG/3LB								
POWDER 2KG/5LB								
POWDER 4KG/10LB								
POWDER 6KG/15LB								
POWDER 9KG/20LB								
POWDER 12KG/25LB								
WET CHEMICAL CLASS F								
TOTAL EXTINGUISHERS	6	1	1					
DRY/WET RISER								
TOTAL HOSE REELS								
TOTAL FIRE BLANKETS								

SPARE PARTS FITTED	QTY	O/A
HEADCAP ASSEMBLY		
HEADCAP SEAL	1	
HOSE/NOZZLE SEAL	1	
SAFETY CLIP/PIN	1	
SCHRAEDER VALVE		
VALVE ASSY (CO.)		
HORN ASSY (CO.)		
HOSE AND HORN ASSY (CO.)		
SPINDLE ASSEMBLY		
TAMPER INDICATOR	5	
SYPHON TUBE		
PRESSURE GAUGE		
PRESSURE GAUGE TEST	4	
BURSTING DISC		
HOSE REEL NOZZLE		
WATER/FOAM CARTRIDGE		
DRY POWDER CARTRIDGE		
WATER HOSE ASSEMBLY		
AFFF HOSE ASSEMBLY		
DRY POWDER HOSE ASSY		
LOW FREEZE ADDITIVE		
LABOUR (Hrs)		
PRESSURISED	1	
HYDRAULIC TESTED		
WATER/FOAM CART (new)		
I.D. SIGNS		
ENVIROMENTAL DISPOSAL	1	
EXTINGUISHERS TESTED BY DISCHARGE	1	
SERVICE FEE	1	
CALL OUT FEE		
DELIVERY CHARGE		
APPLIANCES FIXED		
BRACKET (CO. TYPE)		
BRACKET (WATER TYPE)		

GENERAL COMMENTS

ENGINEER'S SIGNATURE [Signature] No.....  
ENGINEER PRINT NAME S Blacklock  
CUSTOMER'S SIGNATURE [Signature]  
PRINT NAME D ARKLEY

TOTAL  
VAT  
TOTAL

Apart from the non-conforming extinguishers as recorded, all portable fire extinguishers have been inspected and serviced in accordance with BS5306: Part 3 or Part 1 (Hose Reels).  
Terms: Subject to SAFE AND SURE FIRE LTD. Standard published conditions of sale, applicable to the goods or services described above. Copy available on request.



## **Personal Statement.**

All my life I have gained great satisfaction from been able to watch people dance and enjoy music. I love been able to give people nights that they will remember for the rest of there days, either it be in the way of playing music to a crowd or organizing a night were people can come together and enjoy music.

Over the summer of 2013 there were six outdoor parties all trouble free bar one. I would like to ask you to see past this and focus on the more positive side of what we are determined to achieve. More negativity has been shared than positivity. The one party with the recorded issues at the blast beach in Seaham was a one off and will be a terrible memory what will haunt us for ever. Even though the police have only recorded three parties we organised six and after every single one ranging from 100 people to 500 we cleaned up every single bit of rubbish we created and removed of it responsibly, we planned hard to choose areas we would not affect home owners, used battery powered candles to make walkways safer for guests in dark conditions, used barrier tape to help guide guest, created a lost and found and had bottled water and a first aid kit, in the case of an emergency and a guest needed a drink other than alcohol. Under the conditions we did our best and did have the health and well-being of our guests at mind.

Please take into consideration that we have previously hosted 4 successful events since the outdoor events last year. In 2 licensed clubs in Sunderland and in 2 licensed warehouses located in Newcastle, all trouble free and really good nights with some amazing artists travelling from as far away as Greece to come and play. All we want is the chance to show that we are capable of bringing something new to Sunderland, and by doing so bettering the city and its people in a positive way. We believe with the international acts we plan on booking in the future we will bring economy to Sunderland, we had guests travel from places like York, Middlesbrough , Edinburgh and Sheffield at our latest night what took place at Hoult's yard Newcastle.

### **My experience in the night life.**

- DJ'd in over 100 clubs all over the UK
- Organised two boat parties with DFDS Seaways in 2011 + 2012
- Organised one international gig in Ibiza in 2013
- Involved in numerous events with Retro the longest established club night in the UK (25 years)
- Part of the Sun FM Fire + Ice Ball what took place in West minister church (Sunderland Council)
- Managed bar 38 in Newcastle for a period of 6 months back in 2010



These are pictures of both before and after. The before photo is the way the outside of the warehouse looked the last time we applied for the TEN on this premises and the second is the way it looks now after we have done the work we said we would to make the building safe. The idea is to gravel the area next to the warehouse wall and the emergency exit to make the ground suitable for a fire exit run way as we are aware grass is not suitable. (the fire and bricks around it are no longer there)

1

## Unknown Rave UK

### Introduction to Event

1. Our planned event appeals to like-minded people of all ages varying from 18 -50 who all have an interest in electronic music. We provide a night where people can come and enjoy the music they love and dance freely and express themselves in a place where they feel comfortable to do so. This event has a limited capacity and we have total control of the number of people attending by the way we sell tickets.
2. The event will be held at Unit 6 Shaw Buildings, Deptford Terrace, SR4 6DD on the 19<sup>th</sup> April 2014 and will hold a maximum capacity of 400. The duration of the event will be five hours, running from 11.00pm – 4.00am. The Building has been used by the company for over ten years, and on a daily basis they do test runs on sound system ranging from 10k up to 100k. Never in all the years trading have they received one noise complaint.
3. Numerous meetings have been held with all contractors involved in the event including the production, bar and security companies. This will ensure that we are all aware of each company's policies and safety procedures.
4. The fire brigade will be invited down to carry out an assessment of the unit to deem the building is safe to host an event of this nature with a capacity of 400. We have made the police aware of the event and passed on our plan and queried whether there are any further safety measures that would like us to put in place before the event.
5. We have contacted local taxi companies so they are aware that the event is taking place and know the address.
6. New York production company have been selected as our choice because they are a well-established business who have been around many of years and catered for huge festivals and numerous dance events all over the world and there staff are trained in all areas of production ( sound + lighting + staging ).
7. 'Bar 4 Hire' have been chosen for catering due to the fact that they are a well-established business who have been around many of years and catered for huge festivals and numerous dance events all over the UK. All staff are fully trained in all areas of licensing and responsible drinking. The bar company we will be using only serves plastic cups with drinks, ensuring there is no glass what so ever available to customers. Also bar staff are trained to notice if anyone on the night is pushing limits with alcohol consumption and will refuse the sale to the person. The personal license holder who will be on site all night will be James Cowey.
8. We have chosen T3 Security because they are a firm that set an extremely high standard and also are from outside Sunderland area and enforce a zero tolerance policy under all circumstances. The reason for the outside the area company is we believe local firms who know local lads tend to give known ones leeway so therefore don't run a zero tolerance policy and we will not accept this. They will be providing us with 8 fully licensed 1<sup>st</sup> aid trained door supervisors doing ID checks on all guests attending to make sure that there is no one under the age of 18 attending our event. The only forms of ID we will be accepting are both drivers licence and passport. Door staff will be all using walkie-talkies to communicate with each other so if there was to be any issues on the night these can be dealt with within seconds, calmed down and resolved by professional personnel.
9. Each organisation involved in the event will ensure contracted staff involved in the event are in possession of a current (Disclosure Barring Service) DBS.

①

10. We will have all staff attend a meeting 45 minutes prior to the event so everyone can be briefed on procedures and facilities available i.e. first aid kits, fire emergency meeting point, fire extinguisher positions, toilets, first aid staff available and emergency exit routes and actions to be taken in case of an emergency.

11. In the event of an emergency all staff (bar, door, and production) are aware of their responsibilities before leaving the warehouse to guide all customers out and ensure their safety before their own. In the event of this happening, the event's organiser will inform emergency services of the incident. Once all parties are out of the building and away from danger all staff will guide customers to the fire meeting point which is located in the car park out the front of the warehouse.

12. In the event of an emergency where a customer or member of staff are hurt or are in danger the appropriate personnel who are the first aiders will be made aware of the incidents. Following this they will take further action to resolve the issue and if they are in no position to then they will contact the paramedics immediately.

13. In the event of crime and disorder security will deal with the situation instantly though monitoring the behaviour of the crowd and communicating with each other through means of a walkie-talkie system. If incidents occurred where the door supervisors felt they needed further assistance in resolving the situation then the police would be immediately called.

11.1

These are pictures of both before and after. The before photo is the way the outside of the warehouse looked the last time we applied for the TEN on this premises and the second is the way it looks now after we have done the work we said we would to make the building safe. The idea is to gravel the area next to the warehouse wall and the emergency exit to make the ground suitable for a fire exit run way as we are aware grass is not suitable. (the fire and bricks around it are no longer there)

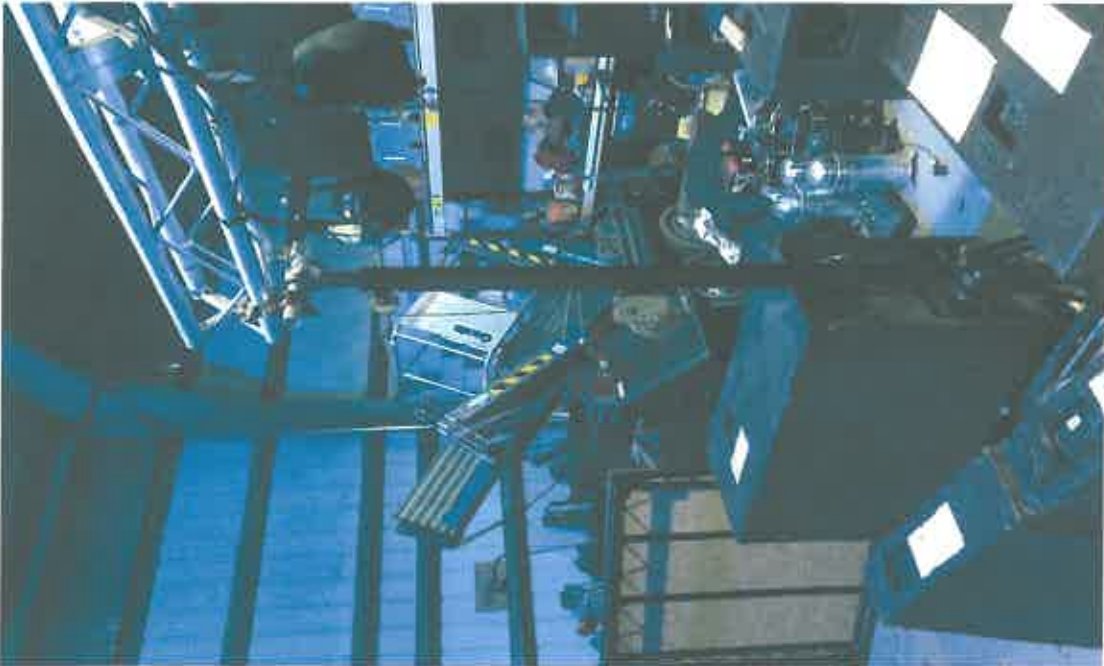
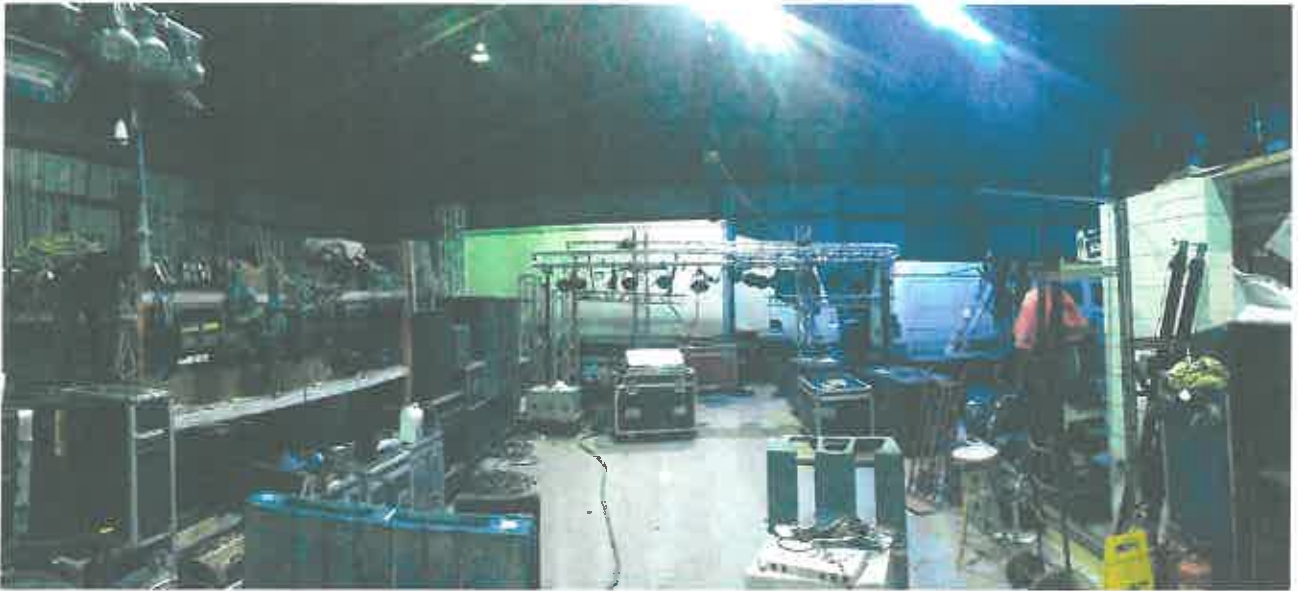
11.1





11.2

Before.



11.2

After.

After.



11.2



11.2

