

Burch, Clare

From: Kirstie.j.Rolfe@sussex.pnn.police.uk
Sent: 14 June 2018 10:04
To: Ball, Danielle; Pallister, Kevin; Hume, Murrae
Cc: Daren.buck@sussex.pnn.police.uk; Diane.Lewis@sussex.pnn.police.uk; Rachel.barrow@sussex.pnn.police.uk; Anita.turner@sussex.pnn.police.uk
Subject: FW: Above Embassy

Good morning Danielle,

The applicant has agreed to my revised set of conditions for the customers and performers codes of conduct. With this in mind Sussex Police withdraw their representation to this application.

Sussex Police have no objections provided that all the agreed conditions are placed on the licence when/if granted.

Kind regards,

Kirstie Rolfe

Eastbourne, Lewes, Wealden, Hastings & Rother District Licensing Officer

Local Policing Support Team, Bexhill Police Station
Terminus Road, Bexhill, East Sussex TN39 3NR
Telephone 101 Ext. 564605

From: grdove.tw@gmail.com [mailto:grdove.tw@gmail.com]
Sent: 14 June 2018 09:46
To: Rolfe Kirstie 31774
Subject: RE: Above Embassy

Good morning Kirstie

Further to our telephone conversation yesterday afternoon, I have now received response from Gino Forte, agreeing to your revised set of conditions for Customer and Performer codes of practice.

(unable to contact you by phone this morning as the 101 number will only connect me to Kent Police)

From: Kirstie.j.Rolfe@sussex.pnn.police.uk <Kirstie.j.Rolfe@sussex.pnn.police.uk>
Sent: 13 June 2018 12:12
To: grdove.tw@gmail.com

Cc: gino.forte@btconnect.com; Danielle.Ball@lewes-eastbourne.gov.uk

Subject: RE: Above Embassy

Good morning Mr Dove,

Thank you for updating me with Mr Fortes agreement and support.

I have attached the revised codes of conducts for you to review. I am happy to discuss them with you when you are available later today if required.

I have added a condition on the customers code of conducts (24) This is to address the use of contactless payments, safeguarding the customer and the business without too much fuss. The customer will use ID to enter the premises so it should not be an issue to show it to the sales operator. Hopefully this will help to reduce any fraudulent use of bank cards.

I have also added a condition to the Performers code of conduct to highlight the point surrounding prohibited full nudity.

Please advise me of your agreement or otherwise to the revised code of conducts as soon as possible.

Kind regards,

Kirstie Rolfe

Eastbourne, Lewes, Wealden, Hastings & Rother District Licensing Officer

Local Policing Support Team, Bexhill Police Station
Terminus Road, Bexhill, East Sussex TN39 3NR
Telephone 101 Ext. 564605

From: grdove.tw@gmail.com [<mailto:grdove.tw@gmail.com>]

Sent: 12 June 2018 19:11

To: Rolfe Kirstie 31774 <Kirstie.i.Rolfe@sussex.pnn.police.uk>

Subject: FW: Above Embassy

Good morning Kirstie

In response to your email below – I am forwarding my client's response in agreement to adherence to EBC policy document.

As mentioned during our telephone conversation earlier today, I shall be available for further input, if necessary, after about 3pm tomorrow.

Kind regards

From: Gino Forte <gino.forte@btconnect.com>
Sent: 12 June 2018 18:10
To: Graham Dove <grdove.tw@gmail.com>
Subject: Fwd: Above Embassy

Graham,

Could you reply in writing to say I agree to all amendments that ensure our license complies with policy :)

G

Sent from my iPhone

Begin forwarded message:

From: <Kirstie.j.Rolfe@sussex.pnn.police.uk>
Date: 12 June 2018 at 17:28:02 CEST
To: <grdove.tw@gmail.com>, <gino.forte@btconnect.com>
Subject: RE: Above Embassy

Good afternoon Mr Dove,

Thank you for taking the time to discuss this application with me earlier today. I advised you that I had not received any other application than the one I had made representations about, this has caused me concern and I have followed this up with the Local Authority.

I have now received the revised application and as a matter of priority, I will review it along with what I have already supplied. My main point will be ensuring the Eastbourne Councils SEV Policy is adhered to. I will seek further clarification from you that there will be no full nudity, to include within the booths. All this will be in my review which I hope to complete before the end of Wednesday.

At this time my representation stands but I have advised Danielle Ball at Eastbourne Borough Council, if I see that their policy is being adhered to and we can agree conditions/codes of conducts then I will be mindful to withdraw my representation.

Kind regards,

Kirstie Rolfe

Eastbourne, Lewes, Wealden, Hastings & Rother District Licensing Officer

Local Policing Support Team, Bexhill Police Station
Terminus Road, Bexhill, East Sussex TN39 3NR
Telephone 101 Ext. 564605

From: grdove.tw@gmail.com [<mailto:grdove.tw@gmail.com>]
Sent: 11 June 2018 16:37
To: Rolfe Kirstie 31774 <Kirstie.j.Rolfe@sussex.pnn.police.uk>

Cc: 'Ball, Danielle' <Danielle.Ball@lewes-eastbourne.gov.uk>; 'Gino Forte' <gino.forte@btconnect.com>
Subject: Above Embassy

Kirstie

Daniele has forwarded to me your letter of today, together with proposed amendments to both performer and customer codes of practice.

My client has agreed your suggested amendments to both documents, however we wish to query:

1. You have used the original performers code of conduct as the basis of your comments and not the revised schedule submitted to the Licensing Authority.
2. We question the relevance of your additional notes in no.2 of the Customers Code of Conduct, in that the customers have no input into the installation and management of a CCTV system (this is fully covered as a condition, proposed by yourselves, in Premises Licence no 050994)

Would you kindly acknowledge receipt of this email

With thanks

Kind regards

Graham Dove
Licensing Agent
07887 845986

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We want to know your views - see what's new and give us your feedback and suggestions at www.sussex.police.uk

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Customers Code of Conduct

1. **We appreciate the cooperation of customers by dressing smartly. AGREED**
2. **The premises are covered by digital CCTV in all areas - CONDITION 2 ON PREMISES LICENCE;**

CCTV: Digital CCTV and appropriate recording equipment to be installed in accordance with Home Office Guidelines relating to UK Police Requirements for Digital CCTV System, (PSDB publication 09/05) operated and maintained throughout the premises internally and externally to cover all public areas, including the entrance to the premises. The system shall be on and recording at all times the premises licence is in operation.

 - a) The CCTV cameras and recording equipment must be of sufficient quality to work in all lighting levels inside the premises at all times.
 - b) CCTV footage will be stored for a minimum of 28 days
 - c) The management will give full and immediate cooperation and technical assistance to the Police in the event that CCTV footage is required for the prevention and detection of suspected or alleged crime.
 - d) The CCTV images will record and display dates and times, and these times will be checked regularly to ensure their accuracy.
 - e) Subject to Data Protection guidance and legislation, the management of the premises will ensure that key staff are fully trained in the operation of the CCTV, and will be able to download selected footage onto a disk for the police without difficulty or delay and without charge to Sussex Police.
 - f) Any breakdown or system failure will be notified to the police immediately & remedied as soon as practicable.
 - g) The premises will ensure that at all times the CCTV system covers both the stairwell leading up to the first floors, the entrance at street level and the area on the street immediately in front of the main entrance are covered by CCTV, and are covered by sufficient lighting levels to ensure clear pictures at all time.
 - h) All areas of the premises to include the staff areas are to be covered by CCTV.
3. **No person under the age of 18 will be admitted and identification may be required to be shown, by or on behalf of the management, upon request. - CONDITION 1 ON PREMISES LICENCE;** the premises shall install a recognised electronic identification scanning system for customers entering the premises. The system shall be operated at all times by SIA door supervisors and all persons entering the premises will be scanned. The system should have the ability to share alerts with other venues using similar ID scanning equipment, identify the hologram of an ID and read both passports & ID cards including PASS cards. The system should be able to conduct tests to determine is a document is genuine or counterfeit. The system must be compliant with the Information Commissioners good practice guidance for ID scanning in clubs and bars.
4. **Customers shall not be permitted to take photographs of performers. not agreed, required;** EBC SEV Policy 35) Members and their guests may not at any time take photographs, film, video or mobile phone photographs or footage of performers. This will be an express written condition of membership
5. **Table service is provided in order that customers may remain seated if preferred. AGREED**

6. **Striptease entertainment shall be given only by performers and customers shall not be permitted to participate. – required; the approved striptease entertainment shall be given only by the performers/entertainers, no audience or other staff members working or contracted to work at the premises whilst in operation will be permitted.**
7. **A minimum fee payable by customers to the performers of £... (tbc); for a topless dance or private dance that lasts for one music track. - Private dances will adhere to the EBC policy, full nudity, private or otherwise is not permitted at any time. EBC Policy 24) The only form of entertainment which is approved and may be provided at the premises is striptease entertainment in the form of pole dancing by club dancers only, in the following format:**
- 25) Fully nudity is not permitted. The dancer/performers should at all times wear a G-string or similar piece of clothing which is not transparent on the appropriate part of the body in order to cover the groin/genital area.
8. **There shall be no physical contact between customers and performers except for the placing of money or tokens in the performer's hand at the beginning or conclusion of a performance. NOT AGREED – EBC policy to apply;**
- 27) There shall be no physical contact between the customer and the dancer before, during or after the performance when the performance is complete. All monetary transactions will take place at the reception/entrance area and shall be lieu of a ticket, covering the cost of the performance of pole dancing only. Notices outlining this shall be clearly displayed at every table and be on display at the entrance of the premises and in each bar area.
9. **Propositioning, shouting or profane language is not permitted. - AGREED**
10. **During the course of any performance, there shall be a minimum distance of 3 feet to be kept between the performer and customer. – EBC policy to apply;**
- 31) There will be a minimum distance of one metre between the dancer and the seated customers at all times.
11. **The management reserves the right of admission and removal. AGREED**
12. **The management operates a zero-tolerance policy to the supply of drugs and the use of drugs. Condition 5 on the Premises Licence;**

The management and staff on the premises will have an absolute zero tolerance policy towards drugs and drugs misuse. Any illegal drugs seized will be stored in a secure "drugs box" and periodically the management will request the Police to come and remove all drugs from the "drugs box" for destruction. In the event that a person is found on the premises actively dealing in drugs, that person will be detained and the Police will be called to the premises. Any person found with any more than a small quantity of drugs on their possession, which they claim, is for personal use, will still be treated as 'dealing' and detained until the Police are called and have arrived.

13. **Members shall not throw, or encourage others to throw money at, or otherwise give gratuities to, performers. AGREED**
14. **There shall be no deliberate physical contact between the customer and the dancer, with the exception of shaking hands and customers and/or leading a customer by the hand from a seated area to a booth for a private dance. AGREED**
15. **There shall be no simulated sexual acts between performers of striptease and customers. Required - 27) There shall be no physical contact between the customer and the dancer before, during or after the performance when the performance is complete. All monetary transactions will take place at the reception/entrance area and shall be lieu of a ticket, covering the cost of the performance of pole dancing only. Notices outlining this shall be clearly displayed at every table and be on display at the entrance of the premises and in each bar area.**
16. **Customers must remain fully clothed at all times. AGREED**
17. **Customers leaving the premises must do so quietly. AGREED**

Further conditions Sussex Police request to be placed on the SEV licence if granted in conjunction with those required by EBC;

18 - When the DPS is not on site, there will be a control document held and maintained on site, which will state who is in effective control and management of the premises in the absence of the DPS. Other persons in control and management of the premises in the absence of the DPS will ideally be a personal licence holder, and will be fully competent in all licensing matters, health and safety and emergency evacuation measures.

19 - The premises will report all instances of crime and disorder to the Police

20 - Dancers shall only perform on the stage area or at a designated place to seated customers. All booths will have adequate lighting to ensure the safety of the dancer and to ensure that both the member / guest / audience and the performer are adhering to the Club rules at all times. An SIA door supervisor will have a full and unrestricted view of any dancer performing in a booth at all times.

- 21 - The private booths will be designed in such a way that there can be no curtain or other visual barrier that can be pulled across the entrance, this concealing activities inside the booth area. The booths will be designed in such a way that the door supervisors and Booth CCTV operator staff can see into the booths to ensure the safety of the dancers performing inside and to ensure that the club rules are being strictly adhered to at all times.
- 22 The role of Booth CCTV operator will be a member of staff designated exclusively for that purpose whilst the performances are taking place. The operator should monitor the booths at all times when in use. A record will be maintained with details of the nominated Booth operators at any given time.
- 23 All dancers will be escorted from the premises at the end of each evening to their transport (e.g. taxis) to ensure their personal safety and security
- 24 Customers purchasing a private dance must do so in person. If payment is made using debit/credit card contactless, ID must be shown at the point of sale to prove they are the named person on that debit/credit card.

Performers Code of Conduct

1. **No striptease or dancer may perform on the premises until such time as photographic proof of ID, showing their date of birth is provided confirming that the dancer is over the age of 18 years. Required;**
EBC policy 33,
All dancers/performers will be aged over 18 years of age and legally entitled to work in the UK before they perform at the Club. Copies of all dancers' files will be made available to Licensing Authority for inspection upon request.
2. **Striptease performers are to dress at the conclusion of each performance and are to remain fully clothed whilst acting in the capacity of hostess – Agreed**
3. **Striptease entertainment shall be given only by performers and customers shall not be encouraged or permitted to participate. Required –**

EBC policy - 27) There shall be no physical contact between the customer and the dancer before, during or after the performance when the performance is complete. All monetary transactions will take place at the reception/entrance area and shall be lieu of a ticket, covering the cost of the performance of pole dancing only. Notices outlining this shall be clearly displayed at every table and be on display at the entrance of the premises and in each bar area.

4. **Customers must remain fully clothed at all times. Performers shall not remove customer clothing at any time. AGREED**
5. **The area proposed for striptease shall be sited where the performance is not visible from the street. AGREED**
6. **Private striptease provided in private designated dance areas located on the premises shall be to customers seated on fixed seating within this area only. AGREED**
7. **Striptease shall only be performed in those areas of the premises which are advised by the management. AGREED**
8. **There shall be no tableside striptease performances. AGREED**
9. **Striptease and lap dancing performers are to remain standing during a performance of striptease. AGREED**
10. **There shall be no physical contact between performers and customers except of the placing of monies or tokens in the hands of the performer at the beginning or conclusion of the performance. Notices of this effect shall be clearly displayed at each table at the entrance of the premises and at the bar where it can be clearly seen. NOT AGREED – EBC policy to apply;**
27) There shall be no physical contact between the customer and the dancer before, during or after the performance when the performance is complete. All monetary transactions will take place at the reception/entrance area and shall be lieu of a ticket, covering the cost of the performance of pole dancing only. Notices outlining this shall be clearly displayed at every table and be on display at the entrance of the premises and in each bar area.

11. Performers engaged in, striptease or nude performances shall remain standing during their performance. No nude performance, private or otherwise permitted. Required; Performers engaged in striptease or booth private dancing shall remain standing during their performance.
12. The changing room in the premises shall only be accessed by striptease performers during trading hours. Agreed
13. When performances are taking place, no performer shall dance with or towards another performer, and shall make no physical contact with another partner. Agreed
14. The management operates a zero tolerance policy to the supply or use of drugs and to the consumption of alcohol by performers during trading hours. Agreed
15. Performers shall not encourage customers to throw money at or otherwise to give gratuities. Agreed
16. The Code of Conduct for striptease or nude performers shall be lodged with the Authority responsible for licensing (Eastbourne Borough Council). All performers shall sign the Code of Conduct as agreed by Sussex Police in their proper name acknowledging that they have read and understood, and are prepared to abide by the said Code of Conduct, and a copy so signed be retained by the DPS and shall be readily available for inspection by the Police and all authorised persons upon reasonable request. Agreed (no nude performance permitted)
17. There shall be no simulated sexual acts between performances. OBJECT, required; There shall be no simulated sexual acts between performers of striptease.
18. Striptease performances shall only be given by employed performers and no member of the public or staff shall be permitted to participate in the performances in any way or at any time. Agreed
19. The licensee shall provide a suitable dressing room/area where performers may change and shall provide within the room/area a wash hand basin with a hot and cold water supply.

We would like the following condition agreed and implemented further to this condition;

Security arrangements for the dressing rooms in the form of a combination lock with deadlocking latch and a discreet panic alarm within the dressing rooms, linked to the club reception, shall be, maintained at all times whilst the premises are open. No member of the audience shall be admitted to this room under any circumstance and a notice to this effect will be displayed on the door.

20. There shall be no striptease performances to customers at the bar or standing customers. Agreed
21. Dancers shall only perform on the designated stage area or a designated booth area table to seated customers. Agreed
22. Dancers may never give out or accept personal information, including telephone numbers, email addresses, addresses, business cards or other contact details or any other information from any customers. Required; EBC SEV policy; 32) Dancers may not give out any personal information, including telephone numbers, email addresses or other contact details to audience members. Dancers may not accept any telephone number, address, business card or any other information from any customer.

23. Striptease performers are to re-dress at the conclusion of a performance and are to remain fully clothed whilst acting in the capacity of host or hostess but may work solely behind the bar topless. Agreed
24. All booths will have adequate lighting to ensure the safety of dancers and to ensure that members/guests and performers are adhering to the Club rules at all times. Agreed
25. At all times when public entertainment is by way of striptease, pole dancing or topless persons are serving at the bar, there shall be a minimum of three Security Industry Authority (SIA) registered door supervisors employed on the premises during striptease performance hours. The security staff / DPS will also regularly monitor the public toilets and changing room/area. See premises license condition.
26. All dancers/performers will be aged over 18 years of age and legally entitled to work in the UK before they perform at the premises. Copies of all dancer's files will be made available to the Licensing Authority for inspection upon request. Agreed

Further condition required;

27. In Line with Eastbourne Borough Councils SEV Policy there is to be no FULL nudity at any time. 25) Fully nudity is not permitted. The dancer/performers should at all times wear a G-string or similar piece of clothing which is not transparent on the appropriate part of the body in order to cover the groin/genital area.

Customers Code of Conduct

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2. **The premises are covered by digital CCTV in all areas - CONDITION 2 ON PREMISES LICENCE;**

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 - d) The CCTV images will record and display dates and times, and these times will be checked regularly to ensure their accuracy.
 - e) Subject to Data Protection guidance and legislation, the management of the premises will ensure that key staff are fully trained in the operation of the CCTV, and will be able to download selected footage onto a disk for the police without difficulty or delay and without charge to Sussex Police.
 - f) Any breakdown or system failure will be notified to the police immediately & remedied as soon as practicable.
 - g) The premises will ensure that at all times the CCTV system covers both the stairwell leading up to the first floors, the entrance at street level and the area on the street immediately in front of the main entrance are covered by CCTV, and are covered by sufficient lighting levels to ensure clear pictures at all time.
 - h) All areas of the premises to include the staff areas are to be covered by CCTV.
3. **No person under the age of 18 will be admitted and identification may be required to be shown, by or on behalf of the management, upon request. - CONDITION 1 ON PREMISES LICENCE;** the premises shall install a recognised electronic identification scanning system for customers entering the premises. The system shall be operated at all times by SIA door supervisors and all persons entering the premises will be scanned. The system should have the ability to share alerts with other venues using similar ID scanning equipment, identify the hologram of an ID and read both passports & ID cards including PASS cards. The system should be able to conduct tests to determine is a document is genuine or counterfeit. The system must be compliant with the Information Commissioners good practice guidance for ID scanning in clubs and bars.
4. **Customers shall not be permitted to take photographs of performers.** not agreed, required; EBC SEV Policy 35) Members and their guests may not at any time take photographs, film, video or mobile phone photographs or footage of performers. This will be an express written condition of membership
5. **Table service is provided in order that customers may remain seated if preferred. AGREED**

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25) Fully nudity is not permitted. The dancer/performers should at all times wear a G-string or similar piece of clothing which is not transparent on the appropriate part of the body in order to cover the groin/genital area.

8. **There shall be no physical contact between customers and performers except for the placing of money or tokens in the performer's hand at the beginning or conclusion of a performance. NOT AGREED – EBC policy to apply;**

27) There shall be no physical contact between the customer and the dancer before, during or after the performance when the performance is complete. All monetary transactions will take place at the reception/entrance area and shall be lieu of a ticket, covering the cost of the performance of pole dancing only. Notices outlining this shall be clearly displayed at every table and be on display at the entrance of the premises and in each bar area.

9. **Positioning, shouting or profane language is not permitted. - AGREED**

10. **During the course of any performance, there shall be a minimum distance of 3 feet to be kept between the performer and customer. – EBC policy to apply;**

31) There will be a minimum distance of one metre between the dancer and the seated customers at all times.

11. **The management reserves the right of admission and removal. AGREED**

12. **The management operates a zero-tolerance policy to the supply of drugs and the use of drugs. Condition 5 on the Premises Licence;**

The management and staff on the premises will have an absolute zero tolerance policy towards drugs and drugs misuse. Any illegal drugs seized will be stored in a secure "drugs box" and periodically the management will request the Police to come and remove all drugs from the "drugs box" for destruction. In the event that a person is found on the premises actively dealing in drugs, that person will be detained and the Police will be called to the premises. Any person found with any more than a small quantity of drugs on their possession, which they claim, is for personal use, will still be treated as 'dealing' and detained until the Police are called and have arrived.

13. **Members shall not throw, or encourage others to throw money at, or otherwise give gratuities to, performers. AGREED**
14. **There shall be no deliberate physical contact between the customer and the dancer, with the exception of shaking hands and customers and/or leading a customer by the hand from a seated area to a booth for a private dance. AGREED**
15. **There shall be no simulated sexual acts between performers of striptease and customers. Required - 27) There shall be no physical contact between the customer and the dancer before, during or after the performance when the performance is complete. All monetary transactions will take place at the reception/entrance area and shall be lieu of a ticket, covering the cost of the performance of pole dancing only. Notices outlining this shall be clearly displayed at every table and be on display at the entrance of the premises and in each bar area.**
16. **Customers must remain fully clothed at all times. AGREED**
17. **Customers leaving the premises must do so quietly. AGREED**

Further conditions Sussex Police request to be placed on the SEV licence if granted in conjunction with those required by EBC;

18 - When the DPS is not on site, there will be a control document held and maintained on site, which will state who is in effective control and management of the premises in the absence of the DPS. Other persons in control and management of the premises in the absence of the DPS will ideally be a personal licence holder, and will be fully competent in all licensing matters, health and safety and emergency evacuation measures.

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- 21 - The private booths will be designed in such a way that there can be no curtain or other visual barrier that can be pulled across the entrance, this concealing activities inside the booth area. The booths will be designed in such a way that the door supervisors and Booth CCTV operator staff can see into the booths to ensure the safety of the dancers performing inside and to ensure that the club rules are being strictly adhered to at all times.
- 22 The role of Booth CCTV operator will be a member of staff designated exclusively for that purpose whilst the performances are taking place. The operator should monitor the booths at all times when in use. A record will be maintained with details of the nominated Booth operators at any given time.
- 23 All dancers will be escorted from the premises at the end of each evening to their transport (e.g. taxis) to ensure their personal safety and security
- 24 Customers purchasing a private dance must do so in person. If payment is made using debit/credit card contactless, ID must be shown at the point of sale to prove they are the named person on that debit/credit card.

Burch, Clare

From: [REDACTED] <[REDACTED]@btinternet.com>
Sent: 14 June 2018 15:50
To: Ball, Danielle
Subject: RE: Above Embassy

Hi Danielle

Yes I confirm my agreement.

Kind Regards

Adrian Ley - *Town Centre Panel*

-----Original Message-----

From: Ball, Danielle [mailto:Danielle.Ball@lewes-eastbourne.gov.uk]
Sent: 14 June 2018 10:57
To: [REDACTED]
Cc: Pallister, Kevin
Subject: FW: Above Embassy

Hello,

Thank you for the phone conversation earlier and the discussion around the application.

Moving forward to a committee can I confirm with you that we will only take the first part of the representation based around the suitable location of the premises?

Please could you respond to this email to confirm

Many thanks

Danielle Ball
Specialist Advisor (Licensing)
Customer First
Eastbourne Borough Council
1 Grove Road, Eastbourne, East Sussex, BN21 4TW
Tel: +44 (0)1323 410000 Fax: +44 (0)1323 415130 Text Relay: 18001 01323 410000
Email: danielle.ball@eastbourne.gov.uk
General Enquiries: licensing@eastbourne.gov.uk
WWW: <http://www.eastbourne.gov.uk/licensing>
contacting the council is easier than ever before, find out more at
www.eastbourne.gov.uk/customerfirst

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From: [redacted] [mailto:[redacted]@btinternet.com]
Sent: 13 June 2018 19:30
To: Hume, Murrae; CustomerFirst
Subject: RE: Above Embassy

Dear Murrae

Above Embassy Second Floor, 2a-2b Pevensey Road, Eastbourne, BN21 3HJ - Licence Application Ref 051307

On behalf of the Town Centre Neighbourhood Panel I wish to object to the granting of a Sex Establishment Venue licence for the above named premises.

The reasons for the objection are as follows:
2a-2b Pevensey Road is not a suitable location for a SEV licence.

* This location is in the heart of the Town Centre and is therefore highly visible.

* It is not appropriate to site a Sex Entertainment Venue in this location which is so close to:

* Terminus Road, the main retail street in Eastbourne.

* Our major tourist area.

* Tourist accommodation.

* Residential properties.

* The presence of such a venue will have a detrimental impact on attempts to improve and regenerate this location which is in considerable need of attention.

Prevention of Crime and Disorder

The Eastbourne Borough Council's Sex Establishment and Encounter Policy states that the Council is under a duty to exercise its functions with due regard to the likely effects on crime and disorder. I am a little unclear as to the extent to which this application falls within the current premises licence for the whole building. If it does:

* It is not clear from the application how the existing requirement

for enhanced numbers of SIA Door Supervisory staff for the whole premises are being applied to Above Embassy.

* I also object to the extension of hours which would extend the time over which there is a risk of crime of crime and disorder. If Above Embassy is to be regarded as a new establishment then I object under the Cumulative Impact Policy against the licensing of another early hours venue in the Town Centre.

Human Rights

In addition to the human rights dimension to the Cumulative Impact Policy the Town Centre Neighbourhood Panel is particularly concerned that any signage or promotional materials for the performance of exotic dancing displayed outside of the premises will be offensive to many residents and Town Centre visitors.

Although we recognise that such practice is prohibited under the SEV conditions we remember a similar establishment in Seaside Road which was subject to action on this very point. We do not wish to repeat this experience.

Kind Regards

~~Adrian Ley~~ Town Centre Panel

From: Hume, Murrae [mailto:Murrae.Hume@lewes-eastbourne.gov.uk]
Sent: 06 June 2018 10:30
To: 'Adrian Ley'
Subject: Above Embassy

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