

# Notice of Meeting

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## Licensing Sub-Committee

**Wednesday, 21st March, 2018 at 10.00 am, in the Council Chamber at Newbury Town Council, The Old Town Hall, Marketplace, Newbury RG14 5AA**

### Members Interests

Note: If you consider you may have an interest in any Application included on this agenda then please seek early advice from the appropriate officers.

Date of despatch of Agenda: Tuesday, 13 March 2018

### FURTHER INFORMATION FOR MEMBERS OF THE PUBLIC

If you require further information about this Agenda, or to inspect any background documents mentioned in the reports, please contact Moira Fraser / Maria Legge.

Further information and Minutes are also available on the Council's website at [www.westberks.gov.uk](http://www.westberks.gov.uk)

A Space, St Nicholas Road, Newbury



WestBerkshire  
C O U N C I L

## Agenda - Licensing Sub-Committee to be held on Wednesday, 21 March 2018 (continued)

To: Councillors Peter Argyle, Graham Bridgman, James Cole (Chairman) and Tony Linden

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# Agenda

## Part I

Page No.

- 1 **Declarations of Interest**  
To receive any declarations of interest from Members.
- 2 **Schedule of Licensing Applications**
- (1) **Application No. 18/00004/LQN - Ace Space, St Nicholas Road, Newbury, RG14 5PR** 5 - 72  
**Proposal:** Application for a Premises Licence  
**Location:** Ace Space, St Nicholas Road, Newbury, RG14 5PR  
**Applicant:** Ace Space Committee

Andy Day  
Head of Strategic Support

If you require this information in a different format or translation, please contact Moira Fraser on telephone (01635) 519045.





R/N 22000221403  
£190-00  
1/2/18

18/00004/LQN

Application for a premises licence to be granted  
under the Licensing Act 2003

PLEASE READ THE FOLLOWING INSTRUCTIONS FIRST

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

You may wish to keep a copy of the completed form for your records.

I/we ACE SPACE (Committee)  
(Insert name(s) of applicant)

apply for a premises licence under section 17 of the Licensing Act 2003 for the premises described in Part 1 below (the premises) and I/we are making this application to you as the relevant licensing authority in accordance with section 12 of the Licensing Act 2003

Part 1 - Premises details

Postal address of premises or, if none, ordnance survey map reference or description			
ACE SPACE ST. NICHOLAS ROAD			
Post town	NEWBURY	Postcode	RG14 5PR

Telephone number at premises (if any)	
Non-domestic rateable value of premises	£6800.00

Part 2 - Applicant details

Please state whether you are applying for a premises licence as      Please tick as appropriate

- a) an individual or individuals \*       please complete section (A)
- b) a person other than an individual \*
  - i as a limited company/limited liability partnership       please complete section (B)
  - ii as a partnership (other than limited liability)       please complete section (B)
  - iii as an unincorporated association or       please complete section (B)
  - iv other (for example a statutory corporation)       please complete section (B)
- c) a recognised club       please complete section (B)
- d) a charity       please complete section (B)

Brief description of premises and the composition of the committee or board of individuals with responsibility for the management of the premises (Please see Guidance Note 3)

ACE space is housed in a former RAFA Social Club. It is a Registered Charity No 1137037. It comprises a hall, separate bar and bar area, toilets, kitchen, garage and store rooms. There are presently 10 Committee members, including 7 Trustees. Between them and additional volunteers, they manage day to day business and organise and/or supervise all licensable events. It is mainly used by local community groups including people with learning disabilities, art, meditation, fitness singing, dance & drama theatre groups.

Please describe how you will ensure that alcohol sales are properly supervised and what arrangements you have in place (if any) for hiring out the premises (Please see Guidance Note 4)

The bar is only in use 2-4 times per month, usually on a Friday or Saturday evening. The bar itself is within the bar area and is a separate & secure structure. All licensable events are managed by one or more Committee members in person. The bar is operated only by them and trusted associates. The bar is only available to people attending specific events or functions. Function hires do not run the bar themselves. We observe standard practices regarding under-age drinking, excessive consumption, nuisance + noise.

see attachments: Hire Agreement, List of Committee Members, Constitution.

#### Part 2 - Applicant details

We are the premises licence holder  (Please tick 'yes')

Contact phone number in working hours (if any)

07905 590 214

E-mail address (optional)

acespacenewbury@btinternet.com

Current address (if different from premises address)

Correspondence Address

Post Town

NEWBURY

Postcode

RG14 5NG

Telephone (if any)

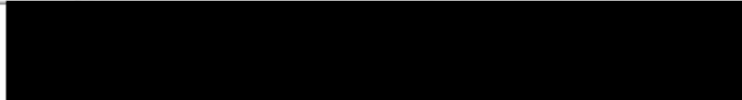
07905 590 214

SECOND INDIVIDUAL APPLICANT (if applicable)

Mr <input type="checkbox"/>	Mrs <input type="checkbox"/>	Miss <input type="checkbox"/>	Ms <input type="checkbox"/>	Other Title (for example, Rev)	
Surname			First names		
Date of birth		I am 18 years old or over		<input type="checkbox"/>	Please tick yes
Nationality					
Current postal address if different from premises address					
Post town		Postcode			
Daytime contact telephone number					
E-mail address (optional)					

(B) OTHER APPLICANTS

Please provide name and registered address of applicant in full. Where appropriate please give any registered number. In the case of a partnership or other joint venture (other than a body corporate), please give the name and address of each party concerned.

Name	ADAM KOTZ
Address	 NEUBURY RG14 5NG
Registered number (where applicable)	
Description of applicant (for example, partnership, company, unincorporated association etc.)	Chairman or behalf of the committee listed overleaf.
Telephone number (if any)	07905 <del>07905</del> 590 214
E-mail address (optional)	acespacenewbury@btinternet.com

## ACE Space Committee Members 2018

**Adam Kotz** Chairman DOB 21/08/61

[REDACTED] Newbury, RG14 5NG

**Bryan Drew** Trustee DOB 11/11/66

[REDACTED] Newbury RG14 2LU

**Richard Markham** Treasurer DOB 20/05/57

[REDACTED] Newbury RG14 6JQ

**Paula Mitchell** Trustee DOB 12/12/64

[REDACTED] Newbury RG14 1NQ

**Christopher Martin** Trustee DOB 15/07/44

[REDACTED] Highclere Newbury RG20 9QZ

**Jim Crockatt** Trustee DOB 26/05/52

[REDACTED] Newbury RG14 6QP

**James Hollis** Trustee DOB 08/09/77

[REDACTED] Newbury RG14 5HF

**Stephen Ottner** Trustee DOB 06/06/50

[REDACTED] Newbury RG14 1XA

All British citizens.

**Part 3 Operating Schedule**

When do you want the premises licence to start?

DD	MM	YYYY
01	10	2018

If you wish the licence to be valid only for a limited period, when do you want it to end?

DD	MM	YYYY

Please give a general description of the premises (please read guidance note 1)

ACE Space is a Registered Charity No 1137037. It occupies a former RAFA Social Club and now functions as a Community and Arts Space. Since 2008 it has been modernised and equipped by the Volunteer Committee / Board of Trustees to meet a variety of Community needs and activities. It comprises a main hall, a separate bar area, kitchen, toilets, store rooms and garage. The bar itself is locked apart from events which occur 2-4 times per month. There are 3 building exits, fire alarms, extinguishers and CCTV. The official capacity is 150. Events rarely exceed 100.

If 5,000 or more people are expected to attend the premises at any one time, please state the number expected to attend.

What licensable activities do you intend to carry on from the premises?

(please see sections 1 and 14 and Schedules 1 and 2 to the Licensing Act 2003)

Provision of regulated entertainment (please read guidance note 2)

Please tick all that apply

- a) plays (if ticking yes, fill in box A)
- b) films (if ticking yes, fill in box B)
- c) indoor sporting events (if ticking yes, fill in box C)
- d) boxing or wrestling entertainment (if ticking yes, fill in box D)
- e) live music (if ticking yes, fill in box E)
- f) recorded music (if ticking yes, fill in box F)
- g) performances of dance (if ticking yes, fill in box G)
- h) anything of a similar description to that falling within (e), (f) or (g) (if ticking yes, fill in box H)

**Provision of late night refreshment** (if ticking yes, fill in box I)

**Supply of alcohol** (if ticking yes, fill in box J)

In all cases complete boxes K, L and MA

Plays Standard days and timings (please read guidance note 7)			Will the performance of a play take place <b>indoors or outdoors or both – please tick</b> (please read guidance note 3)	Indoors	<input checked="" type="checkbox"/>
Day	Start	Finish		Outdoors	<input type="checkbox"/>
Mon			<b>Please give further details here</b> (please read guidance note 4)	Both	<input type="checkbox"/>
Tue					
Wed	19.00	23.00	<b>State any seasonal variations for performing plays</b> (please read guidance note 5)		
Thur	19.00	23.00			
Fri	19.00	23.00	<b>Non standard timings. Where you intend to use the premises for the performance of plays at different times to those listed in the column on the left, please list</b> (please read guidance note 6)		
Sat	19.00	23.00			
Sun	19.00	23.00			



**B**

<b>Films</b> Standard days and timings (please read guidance note 7)			<b><u>Will the exhibition of films take place indoors or outdoors or both – please tick</u></b> (please read guidance note 3)	Indoors	<input checked="" type="checkbox"/>
				Outdoors	<input type="checkbox"/>
				Both	<input type="checkbox"/>
Day	Start	Finish	<b><u>Please give further details here</u></b> (please read guidance note 4)		
Mon					
Tue			<b><u>State any seasonal variations for the exhibition of films</u></b> (please read guidance note 5)		
Wed	19.00	23.00			
Thur	19.00	23.00	<b><u>Non standard timings. Where you intend to use the premises for the exhibition of films at different times to those listed in the column on the left, please list</u></b> (please read guidance note 6)		
Fri	19.00	23.00			
Sat	19.00	23.00			
Sun	19.00	23.00			

C

Indoor sporting events Standard days and timings (please read guidance note 7)			<u>Please give further details</u> (please read guidance note 4)	
Day	Start	Finish		
Mon			<u>State any seasonal variations for indoor sporting events</u> (please read guidance note 5)	
Tue				
Wed				<u>Non standard timings. Where you intend to use the premises for indoor sporting events at different times to those listed in the column on the left, please list</u> (please read guidance note 6)
Thur				
Fri				
Sat				
Sun				

**D**

<b>Boxing or wrestling entertainments</b> Standard days and timings (please read guidance note 7)			<b><u>Will the boxing or wrestling entertainment take place indoors or outdoors or both – please tick (please read guidance note 3)</u></b>		Indoors	<input checked="" type="checkbox"/>
					Outdoors	<input type="checkbox"/>
Day	Start	Finish	Both <input type="checkbox"/>			
Mon			<b><u>Please give further details here (please read guidance note 4)</u></b>			
Tue						
Wed			<b><u>State any seasonal variations for boxing or wrestling entertainment (please read guidance note 5)</u></b>			
Thur						
Fri			<b><u>Non standard timings. Where you intend to use the premises for boxing or wrestling entertainment at different times to those listed in the column on the left, please list (please read guidance note 6)</u></b>			
Sat						
Sun						

**E**

<b>Live music</b> Standard days and timings (please read guidance note 7)			<b>Will the performance of live music take place indoors or outdoors or both – please tick</b> (please read guidance note 3)		Indoors <input checked="" type="checkbox"/>
					Outdoors <input type="checkbox"/>
					Both <input type="checkbox"/>
Day	Start	Finish	<b>Please give further details here</b> (please read guidance note 4)		
Mon					
Tue					
Wed			<b>State any seasonal variations for the performance of live music</b> (please read guidance note 5)		
	19.00	23.00			
Thur			<b>Non standard timings. Where you intend to use the premises for the performance of live music at different times to those listed in the column on the left, please list</b> (please read guidance note 6)		
	19.00	23.00			
Fri					
	19.00	23.00			
Sat					
	19.00	23.00			
Sun					
	19.00	23.00			

**F**

Recorded music Standard days and timings (please read guidance note 7)			Will the playing of recorded music take place <u>indoors or outdoors or both – please tick</u> (please read guidance note 3)	Indoors	<input checked="" type="checkbox"/>
				Outdoors	<input type="checkbox"/>
				Both	<input type="checkbox"/>
Day	Start	Finish	Please give further details here (please read guidance note 4)		
Mon					
Tue					
Wed	Start	Finish	State any seasonal variations for the playing of recorded music (please read guidance note 5)		
	19.00	23.00			
Thur	Start	Finish	Non standard timings. Where you intend to use the premises for the playing of recorded music at different times to those listed in the column on the left, please list (please read guidance note 6)		
	19.00	23.00			
Fri	Start	Finish			
	19.00	23.00			
Sat	Start	Finish			
	19.00	23.00			
Sun	Start	Finish			
	19.00	23.00			

**G**

Performances of dance Standard days and timings (please read guidance note 7)			Will the performance of dance take place <u>indoors or outdoors or both – please tick</u> (please read guidance note 3)	Indoors
Day	Start	Finish		Outdoors
				<input checked="" type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
Mon			<u>Please give further details here</u> (please read guidance note 4)	
Tue				
Wed			<u>State any seasonal variations for the performance of dance</u> (please read guidance note 5)	
	19.00	23.00		
Thur				
	19.00	23.00		
Fri			<u>Non standard timings. Where you intend to use the premises for the performance of dance at different times to those listed in the column on the left, please list</u> (please read guidance note 6)	
	19.00	23.00		
Sat				
	19.00	23.00		
Sun				
	19.00	23.00		

# H

<b>Anything of a similar description to that falling within (e), (f) or (g)</b> Standard days and timings (please read guidance note 7)			Please give a description of the type of entertainment you will be providing		
Day	Start	Finish	<b><u>Will this entertainment take place indoors or outdoors or both – please tick</u></b> (please read guidance note 3)	Indoors	<input checked="" type="checkbox"/>
Mon				Outdoors	<input type="checkbox"/>
				Both	<input type="checkbox"/>
Tue			<b><u>Please give further details here</u></b> (please read guidance note 4)		
Wed					
Thur			<b><u>State any seasonal variations for entertainment of a similar description to that falling within (e), (f) or (g)</u></b> (please read guidance note 5)		
Fri					
Sat			<b><u>Non standard timings. Where you intend to use the premises for the entertainment of a similar description to that falling within (e), (f) or (g) at different times to those listed in the column on the left, please list</u></b> (please read guidance note 6)		
Sun					

**I**

<b>Late night refreshment</b> Standard days and timings (please read guidance note 7)			<b>Will the provision of late night refreshment take place indoors or outdoors or both – please tick (please read guidance note 3)</b>	Indoors	<input type="checkbox"/>
				Outdoors	<input type="checkbox"/>
				Both	<input type="checkbox"/>
<b>Day</b>	<b>Start</b>	<b>Finish</b>	<b><u>Please give further details here</u></b> (please read guidance note 4)		
Mon					
Tue			<b><u>State any seasonal variations for the provision of late night refreshment</u></b> (please read guidance note 5)		
Wed					
Thur			<b><u>Non standard timings. Where you intend to use the premises for the provision of late night refreshment at different times, to those listed in the column on the left, please list</u></b> (please read guidance note 6)		
Fri					
Sat					
Sun					



**J**

<b>Supply of alcohol</b> Standard days and timings (please read guidance note 7)			<b>Will the supply of alcohol be for consumption – please tick</b> (please read guidance note 8)	On the premises	<input checked="" type="checkbox"/>
				Off the premises	<input type="checkbox"/>
Day	Start	Finish		Both	<input type="checkbox"/>
Mon			<b>State any seasonal variations for the supply of alcohol</b> (please read guidance note 5)		
Tue					
Wed					
	18.00	23.00			
Thur					
	18.00	23.00			
Fri					
	18.00	23.00	<b>Non standard timings. Where you intend to use the premises for the supply of alcohol at different times to those listed in the column on the left, please list</b> (please read guidance note 6)		
Sat					
	18.00	23.00			
Sun					
	18.00	23.00			

State the name and details of the individual whom you wish to specify on the licence as designated premises supervisor (Please see declaration about the entitlement to work in the checklist at the end of the form): *See other application*

Name	
Date of birth	
Address	
Postcode	
Personal licence number (if known)	
Issuing licensing authority (if known)	

□□□□

K

Please highlight any adult entertainment or services, activities, other entertainment or matters ancillary to the use of the premises that may give rise to concern in respect of children (please read guidance note 9).

L

Hours premises are open to the public Standard days and timings (please read guidance note 7)			State any seasonal variations (please read guidance note 5)
Day	Start	Finish	
Mon	8.00	23.00	<b>Non standard timings. Where you intend the premises to be open to the public at different times from those listed in the column on the left, please list (please read guidance note 6)</b>
Tue	8.00	23.00	
Wed	8.00	23.00	
Thur	8.00	23.00	
Fri	8.00	23.00	
Sat	8.00	23.00	
Sun	8.00	23.00	

M Describe the steps you intend to take to promote the four licensing objectives:

a) General - all four licensing objectives (b, c, d and e) (please read guidance note 10)

The Committee takes its responsibilities to the safety of the public and our volunteers very seriously. There is a regular maintenance programme. We host very few licensable events, only 2-4 per month but we operate always in accordance with the licensing objectives. Volunteers are inducted into building management and bar volunteers are always guided by Committee members. Training is given when required.

b) The prevention of crime and disorder

We operate clear policies to prevent under-age or excessive drinking, nuisance and noise. The inside and outside of the building is monitored by staff during all events. There is CCTV covering the front of the building. Notices regarding licensing hours and warnings about theft and ID checks are posted. All visitors are asked to leave in an orderly manner at every event. At least one Committee member is in attendance during all licensable events.

c) Public safety

The premises is equipped with effective fire prevention measures. Recorded CCTV covers the front entrance. Cleaning materials and first aid kits are readily available. There is outdoor and emergency lighting and appropriate signage. Fire alarms are tested weekly and fire drills occur periodically. Electrical equipment is kept locked away or is inaccessible. Hazardous cleaning products are in a locked cupboard. There is a fire alarm log book and weekly checks to all areas and fittings.

d) The prevention of public nuisance

The premises ~~are~~ is sited in a residential area and we work continually to minimise disturbance. Visitors are directed not to drive directly to the premises to avoid congestion, to arrive and depart quietly and not to congregate outside. Drinks are not permitted outside. Events generally finish by 10.30pm and always by 11pm. We have installed sound proofing measures including double glazing, acoustic ceiling tiles and sound baffling. Doors and windows are closed during events. There are no early deliveries or late use of bins.

e) The protection of children from harm

Children are welcome at events and functions but must be supervised by an attending responsible adult. Hires working with children and vulnerable adults are expected to have the relevant safeguards for their activities. Bar staff are used to applying ID checks if necessary. We use Challenge 25.

**Checklist:**

Please tick to indicate agreement

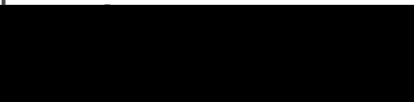
- I have made or enclosed payment of the fee.  TBA
- I have enclosed the plan of the premises.
- I have sent copies of this application and the plan to responsible authorities and others where applicable.
- I have enclosed the consent form completed by the individual I wish to be designated premises supervisor, if applicable.
- I understand that I must now advertise my application.
- I understand that if I do not comply with the above requirements my application will be rejected.
- [Applicable to all individual applicants, including those in a partnership which is not a limited liability partnership, but not companies or limited liability partnerships] I have included documents demonstrating my entitlement to work in the United Kingdom (please read note 15).

**IT IS AN OFFENCE, UNDER SECTION 158 OF THE LICENSING ACT 2003, TO MAKE A FALSE STATEMENT IN OR IN CONNECTION WITH THIS APPLICATION. THOSE WHO MAKE A FALSE STATEMENT MAY BE LIABLE ON SUMMARY CONVICTION TO A FINE OF ANY AMOUNT.**

**IT IS AN OFFENCE UNDER SECTION 24B OF THE IMMIGRATION ACT 1971 FOR A PERSON TO WORK WHEN THEY KNOW, OR HAVE REASONABLE CAUSE TO BELIEVE, THAT THEY ARE DISQUALIFIED FROM DOING SO BY REASON OF THEIR IMMIGRATION STATUS. THOSE WHO EMPLOY AN ADULT WITHOUT LEAVE OR WHO IS SUBJECT TO CONDITIONS AS TO EMPLOYMENT WILL BE LIABLE TO A CIVIL PENALTY UNDER SECTION 15 OF THE IMMIGRATION, ASYLUM AND NATIONALITY ACT 2006 AND PURSUANT TO SECTION 21 OF THE SAME ACT, WILL BE COMMITTING AN OFFENCE WHERE THEY DO SO IN THE KNOWLEDGE, OR WITH REASONABLE CAUSE TO BELIEVE, THAT THE EMPLOYEE IS DISQUALIFIED.**


**Part 4 – Signatures** (please read guidance note 11)

**Signature of applicant or applicant’s solicitor or other duly authorised agent** (see guidance note 12). **If signing on behalf of the applicant, please state in what capacity.**

<b>Declaration</b>	<ul style="list-style-type: none"> <li>[Applicable to individual applicants only, including those in a partnership which is not a limited liability partnership] I understand I am not entitled to be issued with a licence if I do not have the entitlement to live and work in the UK (or if I am subject to a condition preventing me from doing work relating to the carrying on of a licensable activity) and that my licence will become invalid if I cease to be entitled to live and work in the UK (please read guidance note 15).</li> <li>The DPS named in this application form is entitled to work in the UK (and is not subject to conditions preventing him or her from doing work relating to a licensable activity) and I have seen a copy of his or her proof of entitlement to work, if appropriate (please see note 15)</li> </ul>
Signature	 (on behalf of ACE Space) (Committee)
Date	19.01.18
Capacity	Chairman, ACE Space

**For joint applications, signature of 2<sup>nd</sup> applicant or 2<sup>nd</sup> applicant’s solicitor or other authorised agent** (please read guidance note 13). **If signing on behalf of the applicant, please state in what capacity.**

Signature	
Date	
Capacity	

Contact name (where not previously given) and postal address for correspondence associated with this application (please read guidance note 14)			
ADAM KATZ			
			
Post town	NEWBURY	Postcode	RG14 5NS
Telephone number (if any)	<del>07905 590 214</del> 07905 590 214		
If you would prefer us to correspond with you by e-mail, your e-mail address (optional)			
ace.space.newbury@btinternet.com			

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11 December 2017

Newbury Arts And Community Venue Committee  
C/o Paula Mitchell  
21 Angel Court  
Newbury  
Berkshire  
RG14 1NQ

**Public Protection Partnership  
Environmental Health and Licensing**  
West Berkshire District Council  
Council Offices  
Market Street Newbury  
Berkshire RG14 5LD

Our Ref: 09/02615/LQC  
Please ask for: Lauren O'Shea  
Direct Line: 01635 519844  
Fax: 01635 519172  
e-mail: loshea@westberks.gov.uk

Dear Ms Mitchell

**Licensing Act 2003 – Club Premises Certificate**  
**The ACE SPACE, Royal Air Force Association Hall,**  
**St Nicholas Road, Newbury, Berkshire, RG14 5PR,**

Please find enclosed your duplicate Club Premises Certificate. The certificate must be retained by you whilst you are responsible for the premises and must be available on request, by any authorised officer.

The certificate is accompanied by a Club Certificate Summary. This document must be displayed in a prominent position within the premises at all times.

It is the responsibility of the certificate holder to check that the certificate details are correct. If incorrect, you must contact the Licensing Team, in writing and state clearly why you believe the certificate details are wrong. Where errors have been made and are the responsibility of the Council, they will be rectified as soon as possible. If errors have been made by the applicant in filling out the application, these will need to be addressed by making a variation to the certificate issued.

The annual fee will be due on the date of issue of the licence each year. You will be sent an invoice prior to the anniversary of the issue date and failure to pay may result in suspension of the Club Certificate.

Yours sincerely



Authorised Officer  
Licensing Team

**PUBLIC PROTECTION PARTNERSHIP**  
**A SHARED SERVICE PROVIDED BY BRACKNELL FOREST COUNCIL, WEST BERKSHIRE DISTRICT COUNCIL**  
**AND WOKINGHAM BOROUGH COUNCIL**

# West Berkshire District Council

Public Protection Partnership, Environmental Health & Licensing, Council Offices, Market Street, Newbury,  
Berkshire RG14 5LD

Tel: (01635) 519184 Fax (01635) 519172

## Licensing Act 2003 Club Premises Certificate Summary

Uniform Ref: 09/02615/LQC

**Club premises certificate number**  
012788

### Club details

**Name of club in whose name the certificate is granted and relevant registered postal address of club**

The ACE SPACE

**Address**

Royal Air Force Association Hall, St Nicholas Road, Newbury, Berkshire, RG14 5PR

**Qualifying club activities authorised by the certificate**

Performance of Live Music  
Recorded Music  
Supply of Alcohol

**The times the certificate authorises the carrying out of qualifying club activities**

**Performance of Live Music**

Wednesday to Friday From 19:00 to 23:00

Saturday and Sunday From 12:00 to 15:00 and From 19:00 to 23:00

Activity will take place INDOORS

**Recorded Music**

Wednesday to Friday From 19:00 to 23:00

Saturday and Sunday From 12:00 to 15:00 and From 19:00 to 23:00

Activity will take place INDOORS

**Supply of Alcohol**

Wednesday to Friday From 19:00 to 23:00

Saturday and Sunday From 12:00 to 15:00 and From 19:00 to 23:00

Alcohol ON Premises



**The opening hours of the club**

Wednesday to Friday From 19:00 to 23:00

Saturday and Sunday From 12:00 to 15:00 and From 19:00 to 23:00

**Where the certificate authorises supplies of alcohol whether these are on and/ or off supplies**

On/Off Sales : ON

Date: 11th December 2017

Signed:

  
Award  
Authorised Officer

Certificate issued 31/10/2005  
Transfer Certificate 01/09/2009  
Duplicate Certificate 04/12/2017

## West Berkshire District Council

Public Protection Partnership, Environmental Health & Licensing, Council Offices, Market Street, Newbury,  
Berkshire RG14 5LD  
Tel: (01635) 519184 Fax (01635) 519172

### Licensing Act 2003 Club Premises Certificate

Uniform Ref: 09/02615/LQC

Club premises certificate number

012788

#### Club details

**Name of club in whose name this certificate is granted and relevant postal address of club**

The ACE SPACE

**Address**

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**The times the certificate authorises the carrying out of qualifying club activities**

**Performance of Live Music**

Wednesday to Friday From 19:00 to 23:00

Saturday and Sunday From 12:00 to 15:00 and From 19:00 to 23:00

Activity will take place INDOORS

**Recorded Music**

Wednesday to Friday From 19:00 to 23:00

Saturday and Sunday From 12:00 to 15:00 and From 19:00 to 23:00

Activity will take place INDOORS

**Supply of Alcohol**

Wednesday to Friday From 19:00 to 23:00

Saturday and Sunday From 12:00 to 15:00 and From 19:00 to 23:00

Alcohol **ON** Premises

**The opening hours of the club**

Wednesday to Friday From 19:00 to 23:00

Saturday and Sunday From 12:00 to 15:00 and From 19:00 to 23:00

**Where the certificate authorises supplies of alcohol whether these are on and/ or off supplies**

On/Off Sales: **ON**

Date: 11th December 2017

Signed:



Authorised Officer

Certificate issued 31/10/2005  
Transfer Certificate 01/09/2009  
Duplicate Certificate 04/12/2017

## **Mandatory conditions**

### **Premises - Supply of Alcohol**

1. No supply of alcohol may be made under the premises licence at a time when there is no management committee in respect of the club certificate.
2. Every supply of alcohol under the premises licence must be made or authorised by the management committee.

### **The Licensing Act 2003 (Mandatory Licensing Conditions) (Amendment) Order 2014 (in force 1 October 2014)**

1.
  - 1) The responsible person must ensure that staff on relevant premises do not carry out, arrange or participate in any irresponsible promotions in relation to the premises.
  - 2) In this paragraph, an irresponsible promotion means any one or more of the following activities, or substantially similar activities, carried on for the purpose of encouraging the sale or supply of alcohol for consumption on the premises –
    - a) games or other activities which require or encourage, or are designed to require or encourage, individuals to –
      - i. drink a quantity of alcohol within a time limit (other than to drink alcohol sold or supplied on the premises before the cessation of the period in which the responsible person is authorised to sell or supply alcohol), or
      - ii. drink as much alcohol as possible (whether within a time limit or otherwise);
    - b) provision of unlimited or unspecified quantities of alcohol free or for a fixed or discounted fee to the public or to a group defined by a particular characteristic in a manner which carries a significant risk of undermining a licensing objective;
    - c) provision of free or discounted alcohol or any other thing as a prize to encourage or reward the purchase and consumption of alcohol over a period of 24 hours or less in a manner which carries a significant risk of undermining a licensing objective;

- d) selling or supplying alcohol in association with promotional posters or flyers on, or in the vicinity of, the premises which can reasonably be considered to condone, encourage or glamorise anti-social behaviour or to refer to the effects of drunkenness in any favourable manner;
  - e) dispensing alcohol directly by one person into the mouth of another (other than where that other person is unable to drink without assistance by reason of disability).
4. The responsible person must ensure that free potable water is provided on request to customers where it is reasonably available.
- 5.
- (1) The premises licence holder or club premises certificate holder must ensure that an age verification policy is adopted in respect of the premises in relation to the sale or supply of alcohol.
  - (2) The designated premises supervisor in relation to the premises licence must ensure that the supply of alcohol at the premises is carried on in accordance with the age verification policy.
  - (3) The policy must require individuals who appear to the responsible person to be under 18 years of age (or such older age as may be specified in the policy) to produce on request, before being served alcohol, identification bearing their photograph, date of birth and either -
    - a) a holographic mark, or
    - b) an ultraviolet feature.
6. The responsible person must ensure that -
- a) where any of the following alcoholic drinks is sold or supplied for consumption on the premises (other than alcoholic drinks sold or supplied having been made up in advance ready for sale or supply in a securely closed container) it is available to customers in the following measures -
    - i. beer or cider: ½ pint;
    - ii. gin, rum, vodka or whisky: 25 ml or 35 ml; and
    - iii. still wine in a glass: 125 ml;
  - b) these measures are displayed in a menu, price list or other printed material which is available to customers on the premises; and

- c) where a customer does not in relation to a sale of alcohol specify the quantity of alcohol to be sold, the customer is made aware that these measures are available.”

7.

- (1) A relevant person shall ensure that no alcohol is sold or supplied for consumption on or off the premises for a price which is less than the permitted price.

(2) For the purposes of the condition set out in paragraph 1 –

- a) “duty” is to be construed in accordance with the Alcoholic Liquor Duties Act 1979
- b) “permitted price” is the price found by applying the formula -

$$P = D + (D \times V)$$

Where—

- (i) **P** is the permitted price,
- (ii) **D** is the rate of duty chargeable in relation to the alcohol as if the duty were charged on the date of the sale or supply of the alcohol, and
- (iii) **V** is the rate of value added tax chargeable in relation to the alcohol as if the value added tax were charged on the date of the sale or supply of the alcohol;
- c) “relevant person” means, in relation to premises in respect of which there is in force a premises licence—
- (i) the holder of the premises licence,
- (ii) the designated premises supervisor (if any) in respect of such a licence, or
- (iii) the personal licence holder who makes or authorises a supply of alcohol under such a licence;
- d) “relevant person” means, in relation to premises in respect of which there is in force a club premises certificate, any member or officer of the club

present on the premises in a capacity which enables the member or officer to prevent the supply in question; and

e) "valued added tax" means value added tax charged in accordance with the Value Added Tax Act 1994

(3) Where the permitted price given by Paragraph (b) of paragraph 2 would (apart from this paragraph) not be a whole number of pennies, the price given by that sub-paragraph shall be taken to be the price actually given by that sub-paragraph rounded up to the nearest penny.

(4)

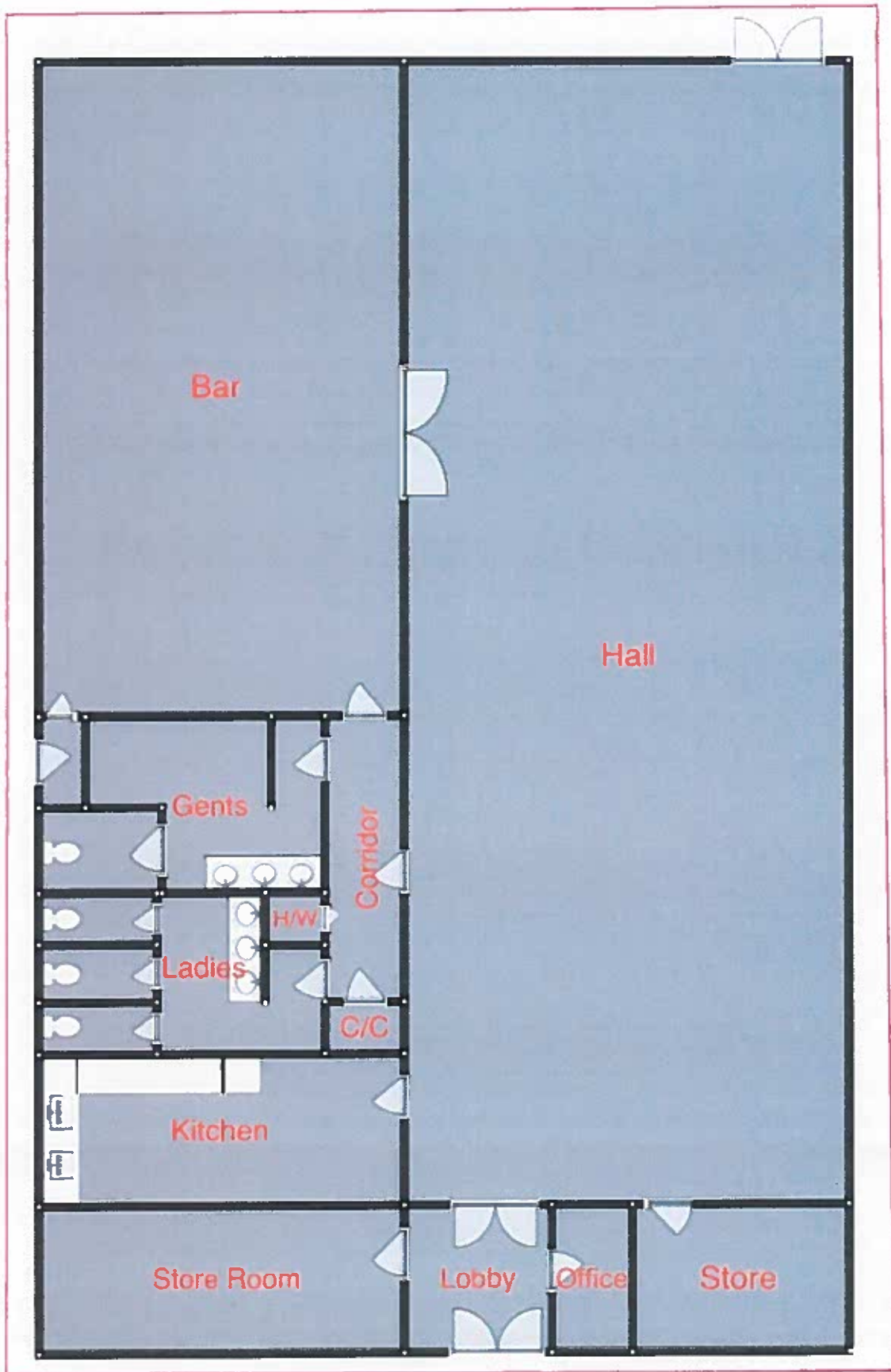
1) Sub-paragraph (2) applies where the permitted price given by Paragraph (b) of paragraph 2 on a day ("the first day") would be different from the permitted price on the next day ("the second day") as a result of a change to the rate of duty or value added tax.

2) The permitted price which would apply on the first day applies to sales or supplies of alcohol which take place before the expiry of the period of 14 days beginning on the second day.

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ACE SPACE



AREA TO  
BE LICENSED  
WHOLE BUILDING

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# **CONSTITUTION OF THE CHARITY**

**adopted on the 20<sup>th</sup> January 2010**  
and amended by resolution on the 16th June 2010

**This Constitution follows the  
model set out by the Charity Commission.**

**Departures from the model are printed in red**

## **CONSTITUTION OF THE CHARITY**

**adopted on the 20<sup>th</sup> January 2010**

### **PART 1**

#### **1. Adoption of the Constitution**

The association and its property will be administered and managed in accordance with the provisions in Parts 1 and 2 of this constitution.

#### **2. The Name**

The association's name is **ACE SPACE** (and in this document it is called the Charity).

#### **3. The Objects**

The Charity's objects (the Objects) are:

**To further or benefit the residents of Newbury and the neighbourhood, without distinction of sex, sexual orientation, race or of political, religious or other opinions by associating together the said residents and the local authorities, voluntary and other organizations in a common effort to advance education and to provide facilities in the interests of social welfare for recreation leisure time occupation with the objective of improving the conditions of life for the residents.**

**In furtherance of these objects but not otherwise, the trustees shall have power:**

**To establish or secure the establishment of a community centre and to maintain or manage or co-operate with any statutory authority in the maintenance and management of such a centre for activities promoted by the charity in furtherance of the above objects.**

#### **4. Application of the Income and Property**

(1) The income and property of the Charity shall be applied solely towards the promotion of the Objects.

(2) A Trustee may pay out of, or be reimbursed from, the property of the Charity reasonable expenses properly incurred by him or her when acting on behalf of the Charity.

(3) None of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Charity. This does not prevent:

- (a) a member who is not also a Trustee from receiving reasonable and proper remuneration for any goods or services supplied to the Charity;
- (b) a Trustee from:

- (i) buying goods or services from the Charity upon the same terms as other members or members of the public;
  - (ii) receiving a benefit from the Charity in the capacity of a beneficiary of the Charity, provided that the Trustees comply with the provisions of sub clause (6) of this clause, or as a member of the Charity and upon the same terms as other members;
- (c) the purchase of indemnity insurance for the Trustees against any liability that by virtue of any rule of law would otherwise attach to a Trustee or other officer in respect of any negligence, default breach of duty or breach of trust of which he or she may be guilty in relation to the Charity but excluding:
- (i) fines;
  - (ii) costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Trustee or other officer;
  - (iii) liabilities to the Charity that result from conduct that the Trustee or other officer knew or ought to have known was not in the best interests of the Charity or in respect of which the person concerned did not care whether that conduct was in the best interests of the Charity or not.

(4) No Trustee may be paid or receive any other benefit for being a Trustee.

(5) A Trustee may:

- (a) sell goods, services or any interest in land to the Charity;
- (b) be employed by or receive any remuneration from the Charity;
- (c) receive any other financial benefit from the Charity, if :
- (d) he or she is not prevented from so doing by sub-clause (4) of this clause; and
- (e) the benefit is permitted by sub-clause (3) of this clause; or
- (f) the benefit is authorised by the Trustees in accordance with the conditions in sub-clause (6) of this clause.

- (6) (a) If it is proposed that a Trustee should receive a benefit from the Charity that is not already permitted under sub-clause (3) of this clause, he or she must:
- (i) declare his or her interest in the proposal;
  - (ii) be absent from that part of any meeting at which the proposal is discussed and take no part in any discussion of it;
  - (iii) not be counted in determining whether the meeting is quorate;
  - (iv) not vote on the proposal.

(b) In cases covered by sub-clause (5) of this clause, those Trustees who do not stand to receive the proposed benefit must be satisfied that it is in the interests of the Charity to contract with or employ that Trustee rather than with someone who is not a Trustee and they must record the reason for their decision in the minutes. In reaching that decision the Trustees must balance the advantage of contracting with or employing a Trustee against the disadvantage of doing so (especially the loss of the Trustee's services as a result of dealing with the Trustee's conflict of interest).

(c) The Trustees may only authorise a transaction falling within paragraphs 5(a)–(c) of this clause if the Trustee body comprises a majority of Trustees who have not received any such benefit.

(d) If the Trustees fail to follow this procedure, the resolution to confer a benefit upon the Trustee will be void and the Trustee must repay to the Charity the value of any benefit received by the Trustee from the Charity.

(7) A Trustee must absent himself or herself from any discussions of the Trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Charity and any personal interest (including but not limited to any personal financial interest) and take no part in the voting upon the matter.

(8) In this Clause 4, "Trustee" shall include any person firm or company connected with the Trustee.

## 5. Dissolution

(1) If the members resolve to dissolve the Charity the Trustees will remain in office as Charity Trustees and be responsible for winding up the affairs of the Charity in accordance with this clause.

(2) The Trustees must collect in all the assets of the Charity and must pay or make provision for all the liabilities of the Charity.

(3) The Trustees must apply any remaining property or money:

- (a) directly for the Objects;
- (b) by transfer to any Charity or charities for purposes the same as or similar to the Charity;
- (c) in such other manner as the Charity Commission for England and Wales ("the Commission") may approve in writing in advance.

(4) The members may pass a resolution before or at the same time as the resolution to dissolve the Charity specifying the manner in which the Trustees are to apply the remaining property or assets of the Charity and the Trustees must comply with the resolution if it is consistent with paragraphs (a)–(c) inclusive in sub-clause (3) above.

(5) In no circumstances shall the net assets of the Charity be paid to or distributed among the members of the Charity (except to a member that is itself a Charity).

(6) The Trustees must notify the Commission promptly that the Charity has been dissolved. If the Trustees are obliged to send the Charity's accounts to the Commission for the accounting period which ended before its dissolution, they must send the Commission the Charity's final accounts.

## 6. Amendments

(1) The Charity may amend any provision contained in Part 1 of this Constitution provided that:

- (a) no amendment may be made that would have the effect of making the Charity cease to be a Charity at law;
- (b) no amendment may be made to alter the Objects if the change would not be within the reasonable contemplation of the members of or donors to the Charity;
- (c) no amendment may be made to clause 4 without the prior written consent of the Commission;

(d) any resolution to amend a provision of Part 1 of this constitution is passed by not less than two thirds of the members present and voting at a general meeting.

(2) Any provision contained in Part 2 of this constitution may be amended, provided that any such amendment is made by resolution passed by a simple majority of the members present and voting at a general meeting.

(3) A copy of any resolution amending this constitution shall be sent to the Commission within twenty one days of it being passed.

## Part 2

### 7. Membership

(1) Membership is open to individuals **over-eighteen** or organisations who are approved by the Trustees.

(2) (a) The Trustees may only refuse an application for membership if, acting reasonably and properly, they consider it to be in the best interests of the Charity to refuse the application.

(b) The Trustees must inform the applicant in writing of the reasons for the refusal within twenty-one days of the decision.

(c) The Trustees must consider any written representations the applicant may make about the decision. The Trustees' decision following any written representations must be notified to the applicant in writing but shall be final.

(3) Membership is not transferable to anyone else.

(4) The Trustees must keep a register of names and addresses of the members which must be made available to any member upon request.

### 8. Termination of Membership

Membership is terminated if:

(1) the member dies or, if it is an organisation, ceases to exist;

(2) the member resigns by written notice to the Charity unless, after the resignation, there would be less than two members;

(3) any sum due from the member to the Charity is not paid in full within six months of it falling due;

(4) the member is removed from membership by a resolution of the Trustees that it is in the best interests of the Charity that his or her membership is terminated. A resolution to remove a member from membership may only be passed if:

(a) the member has been given at least twenty one days' notice in writing of the meeting of the Trustees at which the resolution will be proposed and the reasons why it is to be proposed;

(b) the member or, at the option of the member, the member's representative (who need not be a member of the Charity) has been allowed to make representations to the meeting.

### 9. General meetings

(1) The Charity must hold a general meeting within twelve months of the date of the adoption of this constitution.

(2) An annual general meeting must be held in each subsequent year and not more than fifteen months may elapse between successive annual general meetings.

(3) All general meetings other than annual general meetings shall be called special general meetings.

(4) The Trustees may call a special general meeting at any time.

(5) The Trustees must call a special general meeting if requested to do so in writing by at least ten members or one tenth of the membership, whichever is the greater. The request must state the nature of the business that is to be discussed. If the Trustees fail to hold the meeting within twenty-eight days of the request, the members may proceed to call a special general meeting but in doing so they must comply with the provisions of this Constitution.

#### **10. Notice**

(1) The minimum period of notice required to hold any general meeting of the Charity is fourteen clear days from the date on which the notice is deemed to have been given.

(2) A general meeting may be called by shorter notice, if it is so agreed by all the members entitled to attend and vote.

(3) The notice must specify the date, time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an annual general meeting, the notice must say so.

(4) The notice must be given to all the members and to the Trustees.

#### **11. Quorum**

(1) No business shall be transacted at any general meeting unless a quorum is present.

(2) A quorum is;

- 10 members entitled to vote upon the business to be conducted at the meeting; or
- one tenth of the total membership at the time, whichever is the less.

(3) The authorised representative of a member organisation shall be counted in the quorum.

(4) If: (a) a quorum is not present within half an hour from the time appointed for the meeting; or (b) during a meeting a quorum ceases to be present, the meeting shall be adjourned to such time and place as the Trustees shall determine.

(5) The Trustees must re-convene the meeting and must give at least seven clear days' notice of the re-convened meeting stating the date time and place of the meeting.

(6) If no quorum is present at the re-convened meeting within fifteen minutes of the time specified for the start of the meeting the members present at that time shall constitute the quorum for that meeting.

#### **12. Chair**

(1) General meetings shall be chaired by the person who has been elected as Chair.

(2) If there is no such person or he or she is not present within fifteen minutes of the time appointed for the meeting a Trustee nominated by the Trustees shall chair the meeting.

(3) If there is only one Trustee present and willing to act, he or she shall chair the meeting.

(4) If no Trustee is present and willing to chair the meeting within fifteen minutes after the time appointed for holding it, the members present and entitled to vote must choose one of their number to chair the meeting.

#### **13. Adjournments**

(1) The members present at a meeting may resolve that the meeting shall be adjourned.

(2) The person who is chairing the meeting must decide the date time and place at which meeting is to be re-convened unless those details are specified in the resolution.



- (3) No business shall be conducted at an adjourned meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.
- (4) If a meeting is adjourned by a resolution of the members for more than seven days, at least seven clear days' notice shall be given of the re-convened meeting stating the date time and place of the meeting.

#### **14. Votes**

- (1) Each member shall have one vote but if there is an equality of votes the person who is chairing the meeting shall have a casting vote in addition to any other vote he or she may have.
- (2) A resolution in writing signed by each member (or in the case of a member that is an organisation, by its authorised representative) who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective. It may comprise several copies each signed by or on behalf of one or more members.

#### **15. Representatives of Other Bodies**

- (1) Any organisation that is a member of the Charity may nominate any person to act as its representative at any meeting of the Charity.
- (2) The organisation must give written notice to the Charity of the name of its representative. The nominee shall not be entitled to represent the organisation at any meeting unless the notice has been received by the Charity. The nominee may continue to represent the organisation until written notice to the contrary is received by the Charity.
- (3) Any notice given to the Charity will be conclusive evidence that the nominee is entitled to represent the organisation or that his or her authority has been revoked. The Charity shall not be required to consider whether the nominee has been properly appointed by the organisation.

#### **16. Officers and Trustees**

- (1) The Charity and its property shall be managed and administered by a committee comprising the Officers and other members elected in accordance with this Constitution. The Officers and other members of the committee shall be the Trustees of the Charity and in this constitution are together called "the Trustees".
- (2) The Charity shall have the following Officers:
- A chair,
  - A secretary,
  - A treasurer.
- (3) A Trustee must be a member of the Charity or the nominated representative of an organisation that is a member of the Charity.
- (4) No one may be appointed a Trustee if he or she would be disqualified from acting under the provisions of Clause 19.
- (5) The number of Trustees shall be not less than three but (unless otherwise determined by a resolution of the Charity in general meeting) shall not be subject to any maximum.
- (6) The first Trustees (including Officers) shall be those persons elected as Trustees and Officers at the meeting at which this constitution is adopted.
- (7) A Trustee may not appoint anyone to act on his or her behalf at meetings of the Trustees.

#### **17. The Appointment of Trustees**

- (1) The Charity in general meeting shall elect the Officers and the other Trustees.
- (2) The Trustees may appoint any person who is willing to act as a Trustee. Subject to sub-clause 5(b) of this clause, they may also appoint Trustees to act as officers.

(3) Each of the Trustees shall retire with effect from the conclusion of the annual general meeting next after his or her appointment but shall be eligible for re-election at that annual general meeting.

(4) No-one may be elected a Trustee or an Officer at any annual general meeting unless prior to the meeting the Charity is given a notice that:

(a) is signed by a member entitled to vote at the meeting;

(b) states the member's intention to propose the appointment of a person as a Trustee or as an officer;

(c) is signed by the person who is to be proposed to show his or her willingness to be appointed.

(5) (a) The appointment of a Trustee, whether by the Charity in general meeting or by the other Trustees, must not cause the number of Trustees to exceed any number fixed in accordance with this constitution as the maximum number of Trustees.

(b) The Trustees may not appoint a person to be an Officer if a person has already been elected or appointed to that office and has not vacated the office.

### **18. Powers of Trustees**

(1) The Trustees must manage the business of the Charity and have the following powers in order to further the Objects (but not for any other purpose):

(a) to raise funds. *In doing so, the Trustees must not undertake any substantial permanent trading activity and must comply with any relevant statutory regulations;*

(b) to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;

(c) to sell, lease or otherwise dispose of all or any part of the property belonging to the Charity. In exercising this power, the Trustees must comply as appropriate with sections 36 and 37 of the Charities Act 1993, as amended by the Charities Act 2006;

(d) to borrow money and to charge the whole or any part of the property belonging to the Charity as security for repayment of the money borrowed. The Trustees must comply as appropriate with sections 38 and 39 of the Charities Act 1993, as amended by the Charities Act 2006, if they intend to mortgage land;

(e) to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;

(f) to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;

(g) to acquire, merge with or enter into any partnership or joint venture arrangement with any other Charity formed for any of the Objects;

(h) to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;

(j) to obtain and pay for such goods and services as are necessary for carrying out the work of the Charity;

(k) to open and operate such bank and other accounts as the Trustees consider necessary and to invest funds and to delegate the management of funds in the same manner and subject to the same conditions as the Trustees of a trust are permitted to do by the Trustee Act 2000;

**l) to raise money by means of yearly affiliation fees as determined by the Trustees at a General Meeting.**

(m) to do all such other lawful things as are necessary for the achievement of the Objects;

(2) No alteration of this constitution or any special resolution shall have retrospective effect to invalidate any prior act of the Trustees

(3) Any meeting of Trustees at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Trustees.

### **19. Disqualification and Removal of Trustees**

A Trustee shall cease to hold office if he or she:

- (1) is disqualified for acting as a Trustee by virtue of section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision);
- (2) ceases to be a member of the Charity;
- (3) becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;
- (4) resigns as a Trustee by notice to the Charity (but only if at least two Trustees will remain in office when the notice of resignation is to take effect); or
- (5) is absent without the permission of the Trustees from all their meetings held within a period of six consecutive months and the Trustees resolve that his or her office be vacated.

### **20. Proceedings of Trustees**

- (1) The Trustees may regulate their proceedings as they think fit, subject to the provisions of this constitution.
- (2) Any Trustee may call a meeting of the Trustees.
- (3) The secretary must call a meeting of the Trustees if requested to do so by a Trustee.
- (4) Questions arising at a meeting must be decided by a majority of votes.
- (5) In the case of an equality of votes, the person who chairs the meeting shall have a second or casting vote.
- (6) No decision may be made by a meeting of the Trustees unless a quorum is present at the time the decision is purported to be made.
- (7) The quorum shall be two or the number nearest to one third of the total number of Trustees, whichever is the greater or such larger number as may be decided from time to time by the Trustees.
- (8) A Trustee shall not be counted in the quorum present when any decision is made about a matter upon which that Trustee is not entitled to vote.
- (9) If the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting.
- (10) The person elected as the Chair shall chair meetings of the Trustees.
- (11) If the Chair is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to chair that meeting.
- (12) The person appointed to chair meetings of the Trustees shall have no functions or powers except those conferred by this constitution or delegated to him or her in writing by the Trustees.
- (13) A resolution in writing signed by all the Trustees entitled to receive notice of a meeting of Trustees or of a committee of Trustees and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Trustees or (as the case maybe) a committee of Trustees duly convened and held.
- (14) The resolution in writing may comprise several documents containing the text of the resolution in like form each signed by one or more Trustees.

### **21. Delegation**

- (1) The Trustees may delegate any of their powers or functions to a committee of two or more Trustees but the terms of any such delegation must be recorded in the minute book.
- (2) The Trustees may impose conditions when delegating, including the conditions that:

- the relevant powers are to be exercised exclusively by the committee to whom they delegate;
- no expenditure may be incurred on behalf of the Charity except in accordance with a budget previously agreed with the Trustees.

(3) The Trustees may revoke or alter a delegation.

(4) All acts and proceedings of any committees must be fully and promptly reported to the Trustees.

## 22. Irregularities in Proceedings

(1) Subject to sub-clause (2) of this clause, all acts done by a meeting of Trustees, or of a committee of Trustees, shall be valid notwithstanding the participation in any vote of a Trustee:

- who was disqualified from holding office;
- who had previously retired or who had been obliged by the constitution to vacate office;
- who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise; if, without:
- the vote of that Trustee; and
- that Trustee being counted in the quorum, the decision has been made by a majority of the Trustees at a quorate meeting.

(2) Sub-clause (1) of this clause does not permit a Trustee to keep any benefit that may be conferred upon him or her by a resolution of the Trustees or of a committee of Trustees if the resolution would otherwise have been void.

(3) No resolution or act of

- (a) the Trustees
- (b) any committee of the Trustees
- (c) the Charity in general meeting

shall be invalidated by reason of the failure to give notice to any Trustee or member or by reason of any procedural defect in the meeting unless it is shown that the failure or defect has materially prejudiced a member or the beneficiaries of the Charity.

## 23. Minutes

The Trustees must keep minutes of all:

- (1) appointments of Officers and Trustees made by the Trustees;
- (2) proceedings at meetings of the Charity;
- (3) meetings of the Trustees and committees of Trustees including:
  - the names of the Trustees present at the meeting;
  - the decisions made at the meetings; and
  - where appropriate the reasons for the decisions.

## 24. Annual Report and Return and Accounts

(1) The Trustees must comply with their obligations under the Charities Act 1993 with regard to:

- (a) the keeping of accounting records for the Charity;
- (b) the preparation of annual statements of account for the Charity;
- (c) the transmission of the statements of account to the Charity;
- (d) the preparation of an Annual Report and its transmission to the Commission;
- (e) the preparation of an Annual Return and its transmission to the Commission.

(2) Accounts must be prepared in accordance with the provisions of any Statement of Recommended Practice issued by the Commission, unless the Trustees are required to prepare accounts in accordance with the provisions of such a Statement prepared by another body.

## 25. Registered particulars

The Trustees must notify the Commission promptly of any changes to the Charity's entry on the Central Register of Charities.

## 26. Property

(1) The Trustees must ensure the title to:

- (a) all land held by or in trust for the Charity that is not vested in the Official Custodian of Charities; and
- (b) all investments held by or on behalf of the Charity, is vested either in a corporation entitled to act as custodian Trustee or in not less than three individuals appointed by them as holding Trustees.

(2) The terms of the appointment of any holding Trustees must provide that they may act only in accordance with lawful directions of the Trustees and that if they do so they will not be liable for the acts and defaults of the Trustees or of the members of the Charity.

(3) The Trustees may remove the holding Trustees at any time.

## 27. Repair and insurance

The Trustees must keep in repair and insure to their full value against fire and other usual risks all the buildings of the Charity (except those buildings that are required to be kept in repair and insured by a tenant). They must also insure suitably in respect of public liability and employer's liability.

## 28. Notices

(1) Any notice required by this constitution to be given to or by any person must be:

- (a) in writing; or
  - (b) given using electronic communications.
- (2) The Charity may give any notice to a member either:

- (a) personally; or
- (b) by sending it by post in a prepaid envelope addressed to the member at his or her address; or
- (c) by leaving it at the address of the member; or
- (d) by giving it using electronic communications to the member's address.

(3) A member who does not register an address with the Charity or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Charity.

(4) A member present in person at any meeting of the Charity shall be deemed to have received notice of the meeting and of the purposes for which it was called,

(5) (a) Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.

(b) Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given.

(c) A notice shall be deemed to be given 48 hours after the envelope containing it was posted or, in the case of an electronic communication, 48 hours after it was sent.

## 29. Rules

(1) The Trustees may from time to time make rules or bye-laws for the conduct of their business.

- (2) The bye-laws may regulate the following matters but are not restricted to them:
- (a) the admission of members of the Charity (including the admission of organisations to membership) and the rights and privileges of such members, and the entrance fees, subscriptions and other fees or payments to be made by members;
  - (b) the conduct of members of the Charity in relation to one another, and to the Charity's employees and volunteers;
  - (c) the setting aside of the whole or any part or parts of the Charity's premises at any particular time or times or for any particular purpose or purposes;
  - (d) the procedure at general meeting and meetings of the Trustees in so far as such procedure is not regulated by this Constitution; (e) the keeping and authenticating of records. (If regulations made under this clause permit records of the Charity to be kept in electronic form and requires a Trustee to sign the record, the regulations must specify a method of recording the signature that enables it to be properly authenticated.)
  - (f) generally, all such matters as are commonly the subject matter of the rules of an unincorporated association.
- (3) The Charity in general meeting has the power to alter, add to or repeal the rules or bye-laws.
- (4) The Trustees must adopt such means as they think sufficient to bring the rules and bye-laws to the notice of members of the Charity. **These shall include regulations to ensure:**
- a. that all monies are lodged in a bank account in the name of the **Charity**.
  - b) that the Chair, Treasurer and Secretary shall be authorised signatories to sign cheques on behalf of the **Charity**, of which two signatories shall be needed.
  - c) The financial year of the **Charity** shall run from **January to December**
- (5) The rules or bye-laws shall be binding on all members of the Charity. No rule or bye-law shall be inconsistent with, or shall affect or repeal anything contained in, this constitution.

Signed by the Trustees

Adam Kotz

Robert Patrick Cogswell

Jennifer Lucy Thurgut

June 2010

[Insert name and address of relevant licensing authority and its reference number (optional)]

**Application for the mandatory alcohol condition under the  
Licensing Act 2003 requiring a Designated Premises Supervisor in  
respect of a premises licence to be disapplied**

EN & L  
- 1 FEB 2018  
RECEIVED

PLEASE READ THE FOLLOWING INSTRUCTIONS FIRST

Before completing this form please read the guidance notes at the end of the form.

If you are completing this form by hand please write legibly in block capitals. In all cases ensure that your answers are inside the boxes in written black ink. Use additional sheets if necessary.

Once completed please give your application to [insert name and address of relevant licensing authority]. You may wish to keep a copy of the completed form for your records.

We **ACE SPACE** being a board or committee of individuals with responsibility for the management of the community premises described in Part 1 below, and being the applicant for a premises licence / premises licence holder [delete as applicable] in respect of those premises apply for the condition referred to in section 19(4) of the Licensing Act 2003 to be included in the licence instead of the conditions referred to in section 19(2) and (3) of the said Act. (see guidance note 2).

**Part 1 – Community premises details**

Name of premises <b>ACE SPACE</b>	
Postal address of premises or, if none, ordnance survey map reference, or description <b>ST. NICHOLAS RD, NEWBURY RS14 5PR</b>	
Post town <b>NEWBURY</b>	Postcode <b>RS14 5PR</b>

Telephone number at premises (if any)

Premises licence number (if applicable)

- e) the proprietor of an educational establishment  please complete section (B)
- f) a health service body  please complete section (B)
- g) a person who is registered under Part 2 of the Care Standards Act 2000 (c14) in respect of an independent hospital in Wales  please complete section (B)
- ga) a person who is registered under Chapter 2 of Part 1 of the Health and Social Care Act 2008 (within the meaning of that Part) in an independent hospital in England  please complete section (B)
- h) the chief officer of police of a police force in England and Wales  please complete section (B)

\* If you are applying as a person described in (a) or (b) please confirm (by ticking yes to one box below):

- I am carrying on or proposing to carry on a business which involves the use of the premises for licensable activities; or
- I am making the application pursuant to a statutory function or
- a function discharged by virtue of Her Majesty's prerogative

**(A) INDIVIDUAL APPLICANTS (fill in as applicable)**

<input type="checkbox"/> Mr	<input type="checkbox"/> Mrs	<input type="checkbox"/> Miss	<input type="checkbox"/> Ms	Other Title (for example, Rev)	
Surname			First names		
Date of birth		I am 18 years old or over		<input type="checkbox"/>	Please tick yes
Nationality					
Current residential address if different from premises address					
Post town				Postcode	
Daytime contact telephone number					
E-mail address (optional)					



Please tick ✓ yes as appropriate

I have enclosed the premises licence

I have enclosed the relevant part of the premises licence

This form accompanies a new premises licence application

If you are varying an existing licence and have not ticked one of the first two boxes above, please explain why in the box below.

Reasons why you have failed to enclose the premises licence or relevant parts  
We have operated under a Club Licence to date but believe this does not best suit our needs in future.

Any further information to support your application  
We believe that ACE Space fits the criteria for a Community building due to the nature and diversity of its users. We believe the current Club Licence no longer suits the model we have established. The Committee is made up of mature, practical and responsible people, volunteers with an interest in supporting local arts and the community.

**CHECKLIST:-**

Please tick ✓ yes

If applying to remove the mandatory requirements from an existing premises licence that already authorises alcohol sales

- I have made or enclosed payment of the fee

- I have included documents (if available) which identify the premises and how it is managed

- I have included copies of any hiring agreements

- I have sent a copy of this application to the chief officer of police

- I understand that if I do not comply with the above requirements my application will be rejected

If applying alongside a new application or variation for a permission to allow alcohol sales

- this application accompanies a new premises licence application / ~~this application accompanies an application to vary an existing premises licence~~ [delete as applicable]

- I have enclosed the premises licence or relevant part of it or provided an explanation

- I understand that if I do not comply with the above requirements my application will be rejected

IT IS AN OFFENCE, UNDER SECTION 158 OF THE LICENSING ACT 2003, TO MAKE A FALSE STATEMENT IN OR IN CONNECTION WITH THIS APPLICATION. THOSE WHO MAKE A FALSE STATEMENT MAY BE LIABLE ON SUMMARY CONVICTION TO A FINE OF ANY AMOUNT.

Part 3 – Signatures (Please see guidance note 5)

Signature of applicants. Please provide two signatories of members of the management committee stating in what capacity they represent the premises licence holder.

First Signature *Adam Kotz*  
Date *19.01.18*

Capacity *Chairman (on behalf of the ACE Space Committee)*  
Second Signature *see list overleaf.*

Date

Capacity

Contact name (where not previously given) and address for correspondence associated with this application <i>ADAM KOTZ</i> <i>21 CRAVEN RD</i>	
Post town <i>NEWBURY</i>	Postcode <i>RG14 5N4</i>
Telephone number (if any) <i>07905 590 214</i>	
If you would prefer us to correspond with you by e mail your e mail address (optional) <i>acespacenewbury@btinternet.com</i>	

## ACE Space Committee Members 2018

**Adam Kotz** Chairman                      **DOB 21/08/61**

**21 Craven Road, Newbury, RG14 5NG**

**Bryan Drew** Trustee                      **DOB 11/11/66**

**35 Pear Tree Lane, Newbury RG14 2LU**

**Richard Markham** Treasurer   **DOB 20/05/57**

**Falkland House, Falkland Drive, Newbury RG14 6JQ**

**Paula Mitchell** Trustee                      **DOB 12/12/64**

**21 Angel Court, Pelican Lane, Newbury RG14 1NQ**

**Christopher Martin** Trustee   **DOB 15/07/44**

**Swandene, Mount Rd, Highclere Newbury RG20 9QZ**

**Jim Crockatt** Trustee                      **DOB 26/05/52**

**13 Charles St, Newbury RG14 6QP**

**James Hollis** Trustee                      **DOB 08/09/77**

**Flat 9, Bartholomew Court, Bartholomew St, Newbury RG14 5HF**

**Stephen Ottner** Trustee                      **DOB 06/06/50**

**The Dell House, 6 Charmwood Close, Newbury RG14 1XA**

**All British citizens.**

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## ACE Space Hire Agreement

Please read carefully and sign below.

### 1. Conditions of Hire

1. 100% advance payment required for all bookings
2. Full payment and deposit required at least 7 days prior to event via cheque payable to ACE SPACE or via bank transfer. Our address and bank details will be on your booking form.
3. 50% payable for cancellation within 7 days.
4. 100% payable for cancellation within 48 hours
5. Parking: guests and participants must be told in advance, at invitation and on all related publicity, not to drive directly to ACE Space, even to drop off or pick people up, but to park elsewhere in nearby streets or town car parks. This is to avoid congestion and unnecessary nuisance to neighbours. Vehicles must not block access to the lane to the right side lane of the hall at any time, for any reason.
6. Bookings may require a £50-£100 deposit. This will be returned after the event, less the cost of any extra cleaning or repairs or disposal of rubbish, if required as a result of the hire.
7. The Committee retains the right to refuse or cancel a booking or stop an event in progress if any hire condition is broken, or it has cause to believe any hire condition may be broken.
8. The committee shall accept no responsibility for any loss that may occur to the hirer for the refusal or cancellation of a booking under this condition.
9. Hirers are requested to ensure that guests depart the premises as quietly as possible. Guests must not venture into the side lane or congregate anywhere that might cause an obstruction. Due to the proximity of private houses and the restricted area, we are subject to possible complaints which must be avoided.
10. The committee reserve the right to cancel a booking or stop an event in progress in case of inappropriate behaviour, damage, excess noise or nuisance to neighbours.
11. The bar is not available outside of licensing hours, nor is it available unless by prior agreement of the Committee. Private functions will incur extra charges for bar staffing. Hirers may not operate the bar themselves.
12. All drinks at the event must be purchased from the bar, unless prior permission has been obtained from the committee.
13. Bar opening hours are 7pm-11pm. No bar extensions are available. Last orders will be 15 minutes before normal bar closing time.
14. If a disco or band is used, sound must be kept to a reasonable level to avoid possible complaints from neighbouring householders. The sound level shall be lowered at

the request of any member of the committee. Disco or bands must cease playing no later than 10.45 p.m.

15. Users should leave the Hall in a clean and tidy condition at the end of their hire period. The floor should be swept. Any spillages onto the floor should be wiped up immediately with a clean damp cloth or mop.

## 2. Housekeeping

**\*\*Please note that the length of time the facilities are hired and paid for must include the time needed for setting up and clearing up.\*\***

1. Notices or objects may not be fixed to any of the walls. Moveable display boards may be used, but posters, pictures etc. must be removed at the end of each hire.
2. Heating is controlled by room thermostats, which must not be altered.
3. All breakages/damage to ACE Space property should be reported as soon as possible, after the hire, to ACE Space. The hirer may be liable for the cost of replacement/repairs.
4. The kitchen is to be left tidy and clear of all utensils, food, cleaning materials and rubbish sacks.
5. Crockery, cutlery and other equipment should be returned to appropriate cupboards and drawers.
6. Surfaces and tables should be cleared and wiped.
7. Please remove all food remaining at the end of the hire period and ensure that you do not leave items in the fridge.
8. Hirers are responsible for the removal of all waste from the site including empty bottles. Waste should not be placed in the bins outside the hall but must be taken away.
9. Please check that the toilets are flushed and mopped where necessary before leaving at the end of the hire.

## 3. Health, Safety and Security

1. It is against the law to smoke in any part of ACE Space - if smoking please do so outside main front doors and deposit butts in the wall mounted bins. Hirers are requested not to venture down the lane on the right for any reason.
2. Hirers must be over 25 years of age and approved by the Committee.
3. Any electrical appliances brought into ACE Space must have a current certificate of electrical safety (PAT Test). Please ensure that all electrical equipment is turned off before exiting the hall.
4. Fireworks must not be set off from the premises.

5. In order to retain floor condition, chairs and tables are to be lifted, not dragged. Chairs and tables are to be replaced correctly on their storage trolleys after each hire.
6. Before vacating the Hall, please ensure that all windows are fastened, that all doors are locked, and all lights are switched off.

## 4. Fire regulations and responsibility in the event of such occurrence

1. Ace Space meets all requirements in respect of applicable fire regulations.
2. It is the Hirer's responsibility to ensure that fire exits, and approaches to them, are kept clear and available for evacuation in the event of a fire.
3. It is the Hirer's further responsibility, in the event of fire occurring, to supervise swift and complete evacuation of the building and to call the Fire Brigade.

## 5. Public liability insurance

1. Hirers should consider their insurance position when planning any event to be held at the hall. ACE Space accepts no responsibility for items lost or damaged on the premises.

## 6. Child safety

1. You are required to ensure that children are protected at all times, by taking all reasonable steps to prevent the occurrence of any injury, damage or harm.
2. Hirers providing activities for children or vulnerable people must have adequate DBS and safeguarding policies in place.

**I have read and agree to abide by these conditions of hire.**

**Signed:**

**Print Name:**

**Date of event:**

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Dear Sirs,

I am writing concerning application reference 18/0000/4/LQN which relates to a new premises licence for ACE Space in St Nicholas Road, Newbury.

As a resident of St Nicholas Road, immediately adjacent to ACE Space, I object strongly to this application. There is no available parking and cars frequently block the access to my house, despite notices on the exterior wall of ACE Space prohibiting this. The Car owners can be very abusive when asked to move. St Nicholas Road is a very narrow, no through road and there is no turning space for cars, which again causes huge problems. Also, the surface of the road outside the club is in an appalling condition, for which no one is prepared to accept responsibility - more cars accessing the building would make this even worse.

To extend the licensing hours to 7-11 pm from Wednesdays to Sundays would cause unacceptable levels of noise to residents - people who have been drinking can be loud and offensive. Those of us who live in close proximity to the club frequently experience this on Friday and Saturday evenings (for which the club currently holds its licence). In the summer months, visitors to the club take their drinks outside which I believe is illegal, but there are no measures in place to prevent this. This causes even more noise and disturbance.

I trust you will take my objections into consideration when deciding whether to agree to this new premises licence application.

Yours faithfully

Christine Eeley  
XX St Nicholas Road  
Newbury  
RG14 5PR

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Dear Sir,

We would like to object to the above application on the following grounds.

1. The road outside Ace Space is in such poor condition that , any additional traffic will make the road surface much worse. Increase in traffic will make the access for residents very difficult.
2. Do we need any more additional outlet's for alcohol consumption?
3. The additional opening hours for this hall ,will impact on the local residents, which could have a adverse effort on our lifestyles.

Although we support this community hall , we feel that this application is a step too far.

Yours sincerely

Mr and Mrs R Mitchell  
XX St Nicholas Road

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Dear Sir/Madam,

I would like to object to the change of licence application at the Ace Space Community Hall in St Nicolas Rd on the following grounds.

The current alcohol provision at the premises is wholly adequate and any expansion to persons other than club members would convert the building into a general licensed premises (akin to a pub) which would be wholly unsuitable to a small terraced residential road which moreover is a preserved area.

Furthermore I believe this change is in order to attract more events to the Hall in the evenings adding further to the already congested road where as you are aware there is no longer a car park and little capacity to turn a vehicle.

The present predicament at the Hall is most unsatisfactory vis a vis unloading and loading of equipment prior to concerts where car and van owners block the road and access for residents. Any expansion threatens the safety of residents should emergency vehicles ever need to attend.

Any expansion of these events through enabling greater access to alcohol can only have a detrimental effect on local residents and the area as a whole.

--

**David Mitton**  
XX St Nicolas Rd  
Newbury  
RG14 5PR

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Dear Sirs,

**Reference: 18/00004/LQN**

As the home owners and residents of 21St Nicholas Road it has come to our attention that an application has been put forward for The Ace Space to apply for a New Premises Licence which will extend the current Licence for the premises, we therefore object the application on the below grounds:

- Parking
- Access
- Hours
- Road Maintenance
- Noise
- Litter
- Location of Premises

*Parking*

The Ace Space does not have any private or allocated parking allowing for them to accommodate the current and constant influx of cars let alone further traffic that will ultimately intensify if the Premises Licence applied for is approved. The use of the Hall already creates issues with guests and visitors using private drive ways and gardens to turn around which has previously resulted in damages. It has never been patrolled or monitored during peak times.

*Access*

The road leading to the Hall is a single road that has residents parking on one side and is very tight outside of the Hall for turning and manoeuvring. Guests and visitors repeatedly park and block access to residents of the properties to the side track of the hall. The areas to the front of the Hall becomes extremely congested which is manageable on a Friday! Saturday night but if the licence is extended to five nights a week it will result in prolonged and excessive congestion late at night causing disturbance to residents. On multiple occasions emergency vehicles have been blocked when needing access to the properties that side onto the hall and is therefore a major cause for concern going forward.

*Hours*

The noise created by Friday and Saturday night entertainments are manageable as they are weekends ,however if extended to evenings during the week it will interfere with the right to quiet enjoyment for the residents. By extending the alcohol serving hours to 11pm and allowing for the grace period once the bar has finished serving to when the guests depart it will be deemed as 'night-time' under the Noise Act which are specified as being between the hours of 11pm and 7am. Although there is no such time specified in statutory nuisance law for noise pollution times; noise can amount to a nuisance at any time and the location of the hall must be taken into consideration bearing in mind that it is surrounded by residential dwelling.

*Road Maintenance*

The Ace Space do not contribute towards maintenance of the tarmacked area directly located to the front of the building, It is an un-adopted road and therefore does not fall under the Councils responsibility to maintain the surface of the road. Taking into accounts its un-adopted status it falls to The Ace Space to take responsibility or as a

minimum to contribute to its up keep. This has never been mentioned or raised in the time of which we have owned (4 years) our property and therefore reflects their attitude and only reinforces the fact that they take no interest and do not care what the impact that the guests and visitors have or will have in the future on people living in such close proximity. Although we can appreciate that The Ace Space staff are not the owners of the building and might not have conditions as part of their Lease or Agreement to upkeep the area, an offering to maintain or contribute toward the maintenance of the areas their visitors and guest use would go a long way in recovering the failing relationship that they have with the community.

#### *Noise*

The Stage is situated to the rear of the building the noise reverberates through the hall and disturbs our enjoyment of our home which is located the back of the hall. Additionally by extending the hours for alcohol to be sold at the premises it will create a regular and constant level of noise late into the evening which impacts on the neighbouring properties.

#### *Litter*

The Ace space does not currently have any allocated outside space that is available for guests to enjoy and results in litter inclusive of cigarette butts being left and dropped onto the area directly to the front of the building. Glass bottles (broken or whole) are found on numerous occasions to the front of the property and in the nearby car park. As you can imagine this brings down the overall appearance of the area and not to mention the danger broken glass poses. No bins are provided by The Ace Space for their guests and there is also no cigarette bin for them to use.

#### *Location of Premises*

The Premises is located on a quiet residential road in Newbury which is not suited to late night, regular and loud entertainment. All neighbouring properties are residential and at points are less than 2 meters (including our own home) from the Hall. If located in a more appropriate location the change of the Premise Licence would have a lot lesser impact but as this is not the case and its residential location and neighbouring properties rights to peace and quiet need to be taken into consideration.

The change in Licence does not only create issues on a personal level (peace, quiet privacy) for the residents of the neighbouring properties but could have the potential to have a negative effect on the value of them.

St Nicholas Road has a real sense of community which has taken time to develop. By approving the application it would fracture what is an already fragile relationship that The Ace Space have with the community and would ultimately take away from the sense of peace and quiet that the street offers.

There are many more suitable buildings and venues that would be better equipped and located than The Ace Space. It is ultimately a small hall located in an unsuitable area for what they wish to seek approval for.

Yours sincerely,

Samuel Vine & Rebecca Walker

Residents and Home Owners of X St Nicholas Road



To whom it may concern

I Simon Wheeler on behalf of the Chief Officer of Police for Thames Valley wish to make an objection in relation to the application in relation to Ace Space as set out above.

Our assertion is that the application in its current format does not sufficiently address within its operating schedule the four licensing objectives and with specific regard to the prevention of crime and disorder and the protection of children from harm.

Thames Valley Police have submitted a number of conditions set out in the communication below to the applicant for their consideration. We believe they are necessary, reasonable and proportionate to allay any fears we have in relation to this application.

If all of the conditions as worded below are agreed by the applicant then Thames Valley Police would be in apposition to withdraw our objection.

Regards

Simon

**Simon Wheeler** Police Constable 5787  
Advanced Practitioner  
Reading Licensing Dept | Reading LPA | Thames Valley Police

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## **Suggestions of Conditions by TVP**

### **Prevention of Public Nuisance**

- 1) An entry, closure and dispersal policy for controlling the opening and closing of the premises and the departure of customers from the premises at the conclusion of the licensed activities shall be put in place and shall be actively operated. The policy shall be in written format and made available upon request to an authorised officer of West Berkshire Council and Thames Valley Police.
- 2) Recorded music shall be reduced to background level 30 minutes before the end of the time that the premises is permitted to be open to the public.
- 3) Signage will be prominently displayed on the premises to encourage customers to leave the premises quietly.

### **Protection of Children from Harm**

#### Challenge 25 & Age verification

- 1) At all times that the premises is operating under this licence, the Premises Licence Holder shall ensure that its staff operate a Challenge 25 Policy (to minimise the risk of alcohol being sold to underage customers). This Policy shall (as a minimum provide) that before entry (or alternatively before any sale of alcohol), any person who appears to be under the age of 25 will be required to produce photo ID in the form of a passport; driving licence, UK Military ID card; PASS (or similar) card to prove that he/she is over the age of 18, before being permitted;
- 2) Notices advertising the Challenge 25 and proof of age policies shall be displayed in prominent places in the premises so that they can be seen internally and externally;
- 3) The Premises Licence Holder shall display in a prominent position a copy of their policy on checking proof of age.

### **Prevention of Crime and Disorder**

#### *CCTV*

The premises licence holder shall ensure the premises' digitally recorded CCTV system cameras shall continually record whilst the premises are open to the public and recordings shall be kept for a minimum of 31 days with time and date stamping. The entire licensable area shall be covered by the CCTV. Data recordings shall be made immediately available to an authorised officer of Thames Valley Police or West Berkshire Council together with facilities for viewing upon request, subject to the provisions of the Data Protection Act. Recorded images shall be of such quality as to be able to identify the recorded person in any light. At least one member of staff on the premises at any time during operating hours shall be trained to access and download material from the CCTV system.

### *Incident Book*

An incident/refusal book shall be used to record details of incidents that occur in and around the venue and refusal of sale of alcohol. The incident book shall truly reflect what has occurred and shall be specific in detail. All incidents shall be signed off by the DPS or the nominated individual when DPS is not on site. The premises licence holder shall ensure a recorded weekly review of the incident/refusal book by the DPS shall be carried.

### **Public Safety**

#### Staff training & alcohol sales

Staff employed to sell alcohol shall undergo training upon induction. This training shall include, but not be limited to:-

- The premises age verification policy
- Dealing with refusal of sales
- Proxy purchasing
- Recognising valid identity documents not in the English language
- Identifying attempts by intoxicated persons to purchase alcohol
- Identifying signs of intoxication
- Conflict management
- How to identify and safeguard vulnerable persons who attend and leave the premises
- Drug Policy and substance awareness and effects
- Search Policy
- Dispersal Policy
- Crime scene preservation
- Child Sexual Exploitation

Refresher training shall be provided every 6 (six) months and signed records made available for inspection by a Police Officer or authorised officer of West Berkshire Council upon request. Written records are to be kept for a minimum of 2 (two) years of the date of training.

## Conditions agreed with Environment Health

Dear Licensing

I have reviewed this application. To promote the prevention of public nuisance I have agreed the following conditions on the licence with the applicant.

- 1 Noise from the premises shall not unreasonably disturb other people.
- 2 If the Council receives justified complaints about noise that cannot otherwise be resolved a noise limiting device must be installed at the premises and maintained in such a manner as to control all sources of amplified music and speech at the premises. The device must be:-
  - Used at all times during the entertainment;
  - Set at a level agreed in writing with the Council; and
  - Sealed in a manner, which is tamper proof.
- 3 All external doors and windows must be kept closed, other than for access and egress, when activities involving amplified music or speech are taking place.
- 4 No music or speech shall be relayed via external speakers.
- 5 Prominent, clear and legible notices must be displayed at all exits requesting the public to respect the needs of local residents and to leave the premises and the area quietly.
- 6 No explosives, pyrotechnics and fireworks of a similar nature, which could cause disturbance in surrounding areas, should be used without first obtaining the written consent of the licensing authority.
- 7 The licensee or a nominated representative (e.g. hirer) shall receive and respond to complaints of noise throughout the duration of all entertainment and during the time that patrons are leaving the premises.
- 8 Any staff must be given adequate training to ensure they keep noise levels to a minimum when leaving the premises.
- 9 The licensee or other nominated representative (e.g. hirer) shall monitor noise levels outside nearby dwellings during entertainment involving amplified music or speech. If, as a result of this monitoring, it is considered that the noise levels are excessive, immediate action should be taken to cause the volume of the entertainment to be reduced to suitable levels. The licensee's attention is drawn in particular to the effect of the low frequency bass notes which readily pass through doors and windows and are most often the principal reason for people complaining of entertainment noise. At the request of the licensing authority, following complaints of noise, a record of these checks and of any action taken as a result shall be maintained in a log book kept specifically for the purpose.

The log book shall be made available for inspection by an authorised officer of the licensing authority on request.

- 10 Refuse, such as bottles, shall not be placed into receptacles outside the premise between 23:00 hours and 07:00 hours in order to minimise the disturbance to nearby properties.
- 11 Deliveries to or from the premises shall not occur between the hours of 21:00 and 08:00.

If you have any queries please contact me.

Kind regards

**Jeanette Guy MCIEH CEnvH**

**Senior Environmental Health Officer** (Environmental Quality Team)