# EXHIBIT TN1 TO WITNESS STATEMENT OF TONY NASH

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

Date 31/10/2018

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

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

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

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

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

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

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

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

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

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

Carlo was Simon's best friend but did not do any real work at the club.

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

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

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

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

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

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

John took over Jackie's shares as part of their settlement and she stopped working at the club.

Simon's son from his first marriage, James, started to work at the club. Later on, his other son Adam started work there too. James often complained about how John treated him. I said to Simon he should challenge him on this. Simon never did.

Later, Joe, John's son started work at Sophisticats too.

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

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

Simon finalised his divorce which was a messy affair. On 24<sup>th</sup> October 2009 Simon and I got married in Somerset.

Simon and I always had access to each other e-mail and phones. I rarely looked at anything.

By now I had no involvement in running the club but was okay with this as I was bringing up three young children. When we purchased the club, it was a challenge financially but from about 2013 onwards things became comfortable. I never saw the company accounts but was always reassured by John and Simon that things were okay.

For the two or so years before we purchased the Soho club I was given £3000-£5000 per month in dividends. Simon and I had had our own bank accounts, but I never saw what he was paid and he kept all details from me. After we purchased the Soho club I received far smaller dividends.

In 2008 John was dating one of the young dancers, Coco Lloyd, against the club's policy. Coco used to phone me when she was upset.

I adored my life, my family and my husband. Our only point of argument was that Simon did not stand up to John who seemed to walk all over him. Simon worked into the early hours as you'd expect. People started to tell me that he was being unfaithful. I dismissed this and just focused on the children.

I noticed that Simon would go to the garage to make calls. I started to challenge who and what was he talking about. He always told me it was business but never gave me any detail.

In about September 2015 two of the dancers, Dana and Veronica, got sacked I believe for drugs. Dana was a favourite of John's and I believe they had sex regularly and were often seen kissing in the corner next to the DJ's booth. I overheard conversations that John had told them if they wanted their jobs back, they had to go to another club to frame them. This was typical John behavior. He had a long-term fling with Poalina Cisk another dancer.

In early 2016 I was now suspicious of how John and Simon were operating and asked Simon what they were up to. He told me there was nothing to worry about as John had a plan to get rid of the competition. I felt disgusted and asked what they were doing. Simon did not answer and I did not know what they were doing. I felt Simon should be stopping whatever John was planning.

In May 2016 I approached John about getting Carlo's daughter, Charlotte – a single mother, a job at the club as she needed work and some money. John said we did not have enough unless they took it off of my dividends. John did not like Charlotte as she had previously criticised his relationship with young girls including Coco Lloyd. Charlotte never got any work or money. The same day Simon, John and I went for a meal at Maroush at the rear of Debenhams on Oxford Street. During the meal John said

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

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

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

I pulled Simon to one side and told him to have as many girlfriends as he wanted as we were over.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dario started to make enquiries with John about the position Simon and I had in the company.

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

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

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

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

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

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

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

I then found text messages between John and Simon. They included messages from Maya Marie. The messages are from 5<sup>th</sup> September 2017 onwards. I screen shot a few of the messages. Maya raised concerns about putting her name to something. The

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

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

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

I have given this information of my own free will.



# EXHIBIT TN2 TO WITNESS STATEMENT OF TONY NASH

On 12 Jan 2016, at 11:36, simon

Hi james John sent me this email said he thought this was what was agreed

Sent from the desk of

Begin forwarded message:

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

Evening Simon/John...

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

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

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

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

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

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

We also have some audio footage regarding the cocaine - which also involved Carla's friend, Bianca.

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

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

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

I am waiting to hear from one to come back on Monday. I know two of them won't budge much though. With the third I may be able to get him down considerably if I promise him something else in return (from one of my clients) - but I won't know this till tomorrow afternoon. The bottom line is that we have done well to have the option of the National press on our side. And this option is only even open to a few people etc BUT it does not add up business wise to carry on spending large sums of

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

3. I have got a freelance journalist onboard who will go to CC and also put together a little story for them etc. He has nowhere near the clout of the newspapers BUT he will get the evidence to them and then it is up to them. This, I suggest, is our best option. He will no this for a nominal day rate fee of £150. This seems far more manageable. He is good and straight and I would advise toy go with him.

#### Outcome:

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

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

and the clout of a National newspaper all at once. That, in my opinion, is something that they cannot ignore. This does all depend though on whether on not the paper comes down in price. I will know by tomorrow. If not, I suggest we go ahead just with the freelance journo and just hope that it puts the wind up them enough.

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

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

I have tried to position ourselves/yourselves into the best

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

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

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

I hope things are good for you otherwise.

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

**James** 

Begin forwarded message:

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

Hi Simon,

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

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

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

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

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

That is why it took so long from my end talking and negotiating with them throughout Xmas and New Year.

Firstly because it appeared to be almost impossible for them to ever publish what we wanted a all and it did not appear to be something we could actually pull of.

But secondly because the costs involved from them were prohibitive.

Out of the four Nationals I engaged with: Mail/Mirror/Sun/ Express and Star group, three of them wanted between £8,000/£9,000 for their guarantee of even starting to get a story like ours published and that was even without pictures!

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

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

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

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

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

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

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

I have settled with the Sun.

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

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

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

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

I have core relationships with some of these executives

for my business and other clients which I don't want to put at risk, I'm afraid. Especially over something like this. Simon, I'm more than happy to do this for the club over the past couple of months and I'm over the moon that we've got it to work so well but it is starting to unravel financially for me.

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

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

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

Give me a shout with your thoughts....

J

Hi james John sent me this email said he thought this was what was agreed

### **PLATINUM LACE**

### Bar & Gentleman's Club

Clarendon House, 125 Shenley Road, Borehamwood, Hertfordshire WD6 1AG

# DANCER RECORDS PRIVATE & CONFIDENTIAL

Dancer real name:		
Dancer stage nam		
Record open date:		
CONTENTS:		
Dancer Performance Licence Assessment Form		
Dancer Performance Licence		
Dancer Code of Conduct		
Club Rules for Customers		
Additional Licence Conditions – attached - YES NO		
Notice of Breach Form		
Tax Guidance		
Supplemental Records		
Dancer Release		

## **Dancer Performance Licence Assessment**

#### STEP 1 - DANCER DETAILS

Full Name:		
Stage Name:		
Address:		
Postcode:		
Telephone:		
Mobile:		
E-mail:		
E-man.		
Date of birth:		
Age:		
Nationality:		
Languages		
Languages spoken:		
Entitlement to wo	rk verification	
National Insurance		
Are you registered for VAT? VAT Registration Number:		
In case of emergency notify:		

#### DANCER PERFORMANCE LICENCE

THIS LICENCE DATE:...

21/08/15

#### BETWEEN:

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

(2)

NOW IT IS AGREED as follows:

#### 1. DEFINITIONS AND INTERPRETATION

In this Licence:

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

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

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

#### 2. LICENCE

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

#### 3. PERFORMER'S OBLIGATIONS

The Performer agrees with the Licensor as follows:

79 70EE

#### 3.1 Agreed Attendances

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

#### 3.2 Compensation

- 3.2.1 The Performer shall pay the Compensation as liquidated damages for failure to attend and/or perform throughout any Agreed Attendance.
- 3.2.2 The Performer shall pay [xx] the Compensation as liquidated damages for each waiver by the Licensor of any breach of this Licence and/or the Dancer Code of Conduct and/or the Club Rules (and any amendment thereof) referred to in Clause3.3.1.4 PROVIDED THAT the Licensor is under no obligation to agree to such a waiver.

#### 3.3 Use of Premises

- 3.3.1 The Performer shall:
  - 3.3.1.1 Undertake Performances using best endeavours and all skill and care;
  - 3.3.1.2 Behave in a professional, courteous and reasonable manner in consideration to, and for the convenience of customers, and other performers on the Premises;
  - 3.3.1.3 Comply with any Additional Licence Terms, Restrictions or Conditions;
  - 3.3.1.4 Comply with Dancers Code of Conduct and Club Rules attached hereto and any amendment thereto that the Licensor shall from time to time notify to the Performer;

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

#### 3.4 Statutory obligations

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

#### 3.5 Rules and Regulations

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

#### 3.6 Licensor's Rights

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

#### 3.7 Non-Assignment

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

#### 3.8 Nuisance

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

#### 3.9 Indemnities

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

#### 3.10 Operational Obligations

The Performer shall not:

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

#### 4. LICENSOR'S OBLIGATIONS

The Licensor will:

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

#### 5. ADVERTISING

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

#### 6. TERMINATION

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

#### 7. MISCELLANEOUS

#### 7.1 Exclusion of warranty as to use

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

#### 7.2 Exclusion of third party rights

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

#### 7.3 Exclusion of Licensor's liability

- 7.3.1 The Licensor shall not be liable for the death of, or injury to, the Performer or his employees or for damage to any property of theirs, or for any losses, or other liability, incurred by them in the exercise or purported exercise of the Rights except where such death, injury or loss is due to the negligence (as defined in the Unfair Contract Terms act 1977) of the Licensor.
- 7.3.2 The Performer acknowledges that the Premises are used for adult entertainment and the Performer will witness depictions of explicit and implicit sexual conduct.
- 7.3.3 The Performer acknowledges that the Performer is not and will not be affected by, and assumes all risks associated with witnessing depictions of explicit and implicit sexual conduct.
- 7.3.4 The Performer acknowledges that the Licensor does not warrant that there shall be any customers who may wish to purchase the Performer's services at any Agreed Attendance.

#### 7.4 Severability

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

#### 7.5 Notices

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



#### London additional SEVL conditions.

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

There shall be no physical contact between performers whilst performing.

Performers will not request or give out any telephone number, address or any other contact information from or to any customer. Any such information given by a customer shall be surrendered to the premises manager as soon as is practicable.

Relevant Entertainment shall take place only in the designated areas approved by the Licensing Authority as shown on the licence plan. Arrangements for access to the dressing room shall be maintained at all times whilst Relevant Entertainment is taking place and immediately thereafter.

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

Whenever Relevant Entertainment is being provided there shall be no physical contact between performers and customers or between customers and performers except for the exchanging of money or tokens at the beginning or conclusion of the performance and only for the purpose of that performance.

Performers must redress fully immediately after each performance.

#### Club Rules

#### A. Rules on arrival and departure from the club

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

#### B. Dress code

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

#### C. Rules in the club

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

#### D. Rules during dances

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

#### E. Pricing and tips

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

#### F. Dance Guidelines

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

#### Club rules continued.

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

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

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

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

#### A. Rules on arrival and departure from the club

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

- 10. You will leave the Club quietly and not cause a nuisance or annoyance to neighbouring premises or persons.
- 11. Please don't drink and drive. The Club will call a taxi for you on request.
- 12. Where possible and at the end of an Agreed Attendance, You will be escorted by a member of Security Staff either to a requested taxi or your car.

#### B. Dress code

- 1. Dancers' attire shall include elegant floor length gowns, 3 piece lingerie set, high heel (minimum 3") shoes, costume jewellery, hairpieces, gloves, G-string or t-back undergarments each as the Club shall approve.
- 2. Dancers shall remain fully clothed in accordance with the Dress Code unless they are performing on the stage, podium or for a seated customer.
- 3. Dancers may remove their clothing whilst on the stage, podium or performing to a seated customer. Dancers must fully dress at the end of each performance.
- 4. The Club may require particular attire for special events.

#### C. Rules in the club

- 1. You will not use a mobile phone outside of the changing rooms without Club Management's express consent.
- 2. You will not take any photos or record any videos with any device (including mobile phones). You will surrender to the Club any equipment that the Club has reason to believe has been used for taking photos or recording videos. Such equipment will not be returned to you until the Club is satisfied that there are no photos or videos stored on it which may be in breach of these rules.
- 3. You will not give out any personal information (including phone numbers or contact details of anyone) but can tell customers when your Agreed Attendances take place.
- 4. You will not accept any personal information from Customers other than business cards, which you will immediately hand over to Club Management.
- 5. You will not intentionally contact, meet or agree to contact or meet Customers outside of the Club.
- 6. You will only perform in the approved areas of the Club so designated by the Club Management and will move to or leave any part of the Club as directed by Club Management.
- 7. You will not allow yourself to be in the company of a customer other than in the areas of the Club so Designated by Club Management.

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

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



#### TAX GUIDANCE

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

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

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

You may also need to register for  $\sqrt[3]{AT}$  if the value of your supplies exceeds the turnover threshold for VAT. So if you are paid more than this threshold (the amount of which in a given year is available on HMRC's website) for dances then you may need to register.

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

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

## PLATINUM LACE Bar & Gentleman's Club

Clarendon House, 125 Shenley Road, Borehamwood, Hertfordshire WD6 1AG

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

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

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

### PLATINUM LACE Bar & Gentleman's Club

Clarendon House, 125 Shenley Road, Borehamwood, Hertfordshire WD6 1AG

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

DATE OF BREACH:
Time:
Video Machine: A:B:
Video Time:
•
DANCER'S NAME:
Nature of Breach:
Number of previous breaches:
Licence terminated Suspended Compensation received
Manager present:
Signature:
Witness present:
Signature:
I have been notified of the above breach and fully understand and accept the reason given for this notice.
Signature of dancer:
Date:

Copies to: Club Breach Log, Dancer, Head Office

#### DANCER WELFARE AND EQUALITY POLICY

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

For dancers performing in its clubs Platinum Lace seeks:

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Changing/Rest Room Policy

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

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

#### Drug search policy

Platinum Lace operates a zero tolerance policy to drug possession and/or abuse.

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

#### **Model Release Form**

In consideration of my engagement as a model, upon the terms herewith stated, I hereby given

to Platinum Lace Trading Ltd, associated subsidiaries, legal representatives and assigns and those acting with its authority and permission:

a) The unrestricted right and permission to copyright and use, re-use, publish and republish photographic portraits or pictures of me or in which I may be included intact or in part, composite or distorted in character or form, without restriction as to changes or transformations in conjunction with my own or a fictitious name, or reproduction hereof in colour or otherwise, made through any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other purpose whatsoever.

b) I also permit the use of any printed material in connection therewith.

c) I hereby relinquish any right that I may have to examine or approve the completed product or products or the advertising copy or printed matter that may be used in conjunction therewith

or the use to which it may be applied.

d) I hereby release and discharge Platinum Lace Trading Ltd from any liability by virtue of any blurring, distortion, alteration, optical illusion or use in composite form whether intentional or otherwise, that may occur or be produced in the taking of said picture or in any subsequent processing thereof as well as any publication thereof including without limitation any claims for libel or invasion of privacy.

e) I hereby affirm that I am over the age of majority and have the right to contract in my own name. I have read the above authorisation release and agreement, prior to its execution; I fully understand the contents thereof. This agreement shall be binding upon me and my heirs, legal representatives and assigns.

DATED:		
SIGNED (BIRTH NAME):		
ADDRESS:		
CITY:		
POSTCODE:	/ Your and Ser	
TELEPHONE:		
WITNESS ON BEHALF OF	PLATINUM LACE TRADING LTD	
SIGNED		<del></del> (
PRINT NAME		

### **DANCER PERFORMANCE LICENCE**

#### STEP 2 - PRELIMINARY DISCUSSION WITH MANAGER COVERING

Previous experience as a dancer

Club	City	Manager	Telephone No.	
	18.	e e		
	6	. 40		
	4,			
Most recent venues	performed at	Į.	Γ	
Prost recent venues		1 1		
SCIENCE CONTRACTOR OF THE CONT	SPR	excor		
		* .		
Reason for ceasing	to perform at venues	s (if applicable)		
. Not busy ency				
		×	4	
Knowledge and und	lerstanding of Platin	um Lace brand		
Found out about Pla	atinum Lace via:			
	Fu	red	e l gare	
		- i		
Dance audition com	pleted satisfactorily			

#### STEP 3 - FAMILIARISATION WITH CLUB

Explanation of:	,
Requesting stage and podium opportunities schedule	$\square$
Agreed Attendance process and definition	
Changing room etiquette	$\Box$
Payment and charging	
Explain Club rules and code of conduct in detail – signature	
Copy attached	
Explanation of additional conditions as part of the Licences	
Copy attached	
Explanation of dispute procedure	
Customer relations and conflict management procedures	
Arrival and exit procedures for the premises	Ø
Fire Safety – Health and Safety	$\checkmark$
Incident reporting	abla
Application fee paid	
Promotional Opportunities	
I am interested in the following:	
TV   Events   Newspapers & magazines   Flyering	□ None □
	***************************************
	***************************************

### MANAGEMENT CHECKLIST

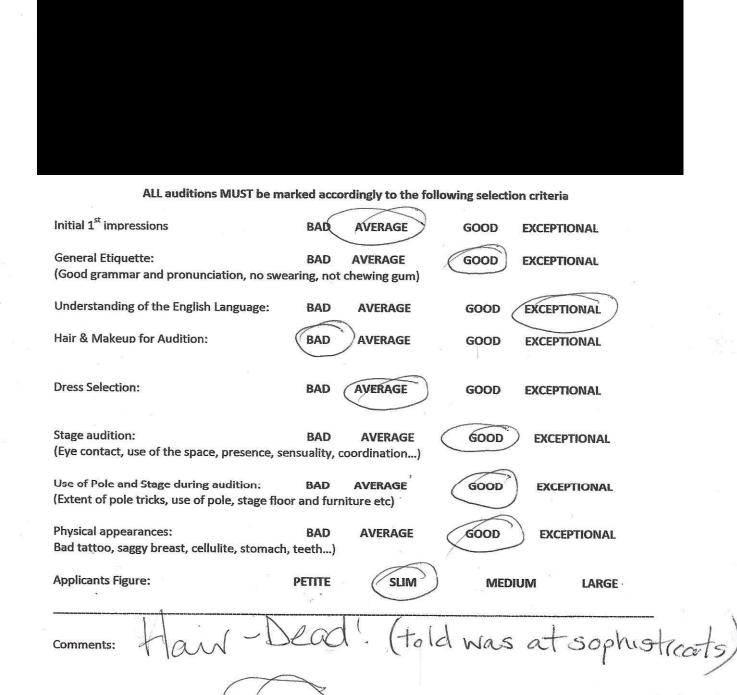
STEP 4

Preliminary Discussion	d
Two forms of identification to include utility bill and photo ID  Passport   VISA   Review Date   2   8   6	
Data Protection Statement requested and received	4
Dancer Performance Licence Assessment completed	Y
Dancer Performance Licence completed	
Code of Conduct fully explained and completed Club Rules	P
Additional Licence, Terms, Restrictions and Conditions	
Explained and displayed copy shown	
Dispute procedure explained and completed	
Formal procedures completed	Ø
Tour of Building completed	
Awareness of fire exists and Health & Safety procedure	
Dancer Welfare policy explained	
Release form included (if required)  Envelope completed (with photo attached)	



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

#### Dancer Audition Detail & Assessment Sheet



**UN-SUCCESSFUL** 

SUCCESSFUL

Audition:

Auditioned by: Tina/

\*

A1.

Nonce Sustanoal

#### PLATINUM LACE **Bar & Gentleman's Club**

Clarendon House, 125 Shenley Road, Borehamwood, Hertfordshire WD6 1AG

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

DATE OF BREACH: $21/8/5$	te So
Time:	
Video Machine: A:B:	
Nature of Breach: Breach of Code of Condoct	
Nature of Disastronia	
Number of previous breaches:	
Licence terminated Suspended Compensation received	
Manager present: 1040 alkinool	
M-WATKINSON.	

Copies to: Club Breach Log, Dancer, Head Office

DISMISSED 6/11

#### PLATINUM LACE Bar & Gentleman's Club

Clarendon House, 125 Shenley Road, Borehamwood, Hertfordshire WD6 1AG

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

DATE OF BREACH: 12/15
Time: 04:00 Am
Video Machine: A:B:
Video Time:
DANCER'S NAME:
DANCER'S NAME:
Nature of Breach: EXCESSIVE CONTACT
Number of previous breaches:
number of previous breaches:
Licence terminated Suspended Compensation received
Manager present: KANEC
ranage presentamentamentamentamentamentamentamentam
Witness present: M. WATKINSON
I have been notified of the above breach and fully understand and accept the reason given for this notice.
Signature of dancer:
Date:
Copies to: Club Breach Log, Dancer, Head Offic

## PLATINUM LACE Bar & Gentleman's Club

Clarendon House, 125 Shenley Road, Borehamwood, Hertfordshire WD6 1AG

## DANCER RECORDS PRIVATE & CONFIDENTIAL

THE PROOF

Dancer real name:
Dancer stage name
Record open date:
CONTENTS:
Dancer Performance Licence Assessment Form
Dancer Performance Licence
Club rules for dancers
Club Rules for Customers
Additional Licence Conditions – attached - YES NO NO
Notice of Breach Form
Tax Guidance
Supplemental Records
Dancer Release
Description of the second
National limit - Nation
The your enderthal for Vi
In case of source-bey be

### **Dancer Performance Licence Assessment**

#### STEP 1 - DANCER DETAILS

Full Name:		
Stage Name:		
Address:		
Postcode:		
Telephone:		
Mobile:		
E-mail:		
Date of birth:		
Age:		
Nationality:		
Languages spoken:		
	Vol. Volinications	
National Insura	nce Number:	
Are you register	red for VAT? VAT Registration Number:	
In case of emer	gency notify:	
roznejilj ne societi		34
Are please the sail		

#### DANCER PERFORMANCE LICENCE

THIS LICENCE is made 19.09.15
BETWEEN:

(1)	Platinun	n Lace	Trading Itd w	nose registered	office	is at Clarendon	House, 125
	Shenley	Road,	Borehamwood,	Hertfordshire,	WD6	1AG.Company	Registration
	number (	073575	94 ("the Licens	or"); and			

(2)		] of [	] OR who	se registered office is at
	[	], Company Registi	ration number [	] ("the Performer");
	and (T	ogether referred to as "the Par	rties").	

NOW IT IS AGREED as follows:

#### 1. DEFINITIONS AND INTERPRETATION

In this Licence:

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

- 1.6 **"Licence Fee"** means the sum of [£variable ] for each Performance and [£variable ] for each agreed attendance.
- 1.7 "Licence Period" means [one year]. <table-cell-columns>
- 1.8 "**Premises**" means the trading floor rooms forming part of the Building [shown for the purposes of identification only coloured green on the annexed plan].
- 1.9 **"Performance"** means a striptease, nude or semi-nude or bikini dance.
- 1.10 **"Stage Performance**" means a performance on a stage or podium.
- 1.11 "**The Rights**" means the right for the Performer to:

90 5743E

- (a) perform striptease, nude, semi-nude and bikini dances in the manner the Performer shall choose subject to the Additional Licence Terms, Restrictions or Conditions within the Approved Area within the Premises together with any other persons in the Premises as the Licensor shall admit PROVIDED THAT the Performer shall only occupy the Approved Areas during such performances or for seeking to sell such performances to customers and shall co-operate at all times with other performers with similar licences; and
- (b) the use of the access ways, toilets and changing rooms in the Premises during the Licence Period for their respective purposes only.
- 1.12 References to "losses" are references to liabilities, damages or losses, awards of damages or compensation, penalties, costs, disbursements and expenses arising from any claim, demand, action or proceedings.
- 1.13 Words importing one gender include all other genders; words importing the singular include the plural and vice versa; words importing persons include a corporate body and a partnership and vice versa.
- 1.14 Any agreement by the Performer not to do anything includes an obligation to use reasonable endeavours not to permit or suffer that thing to be done by another person where the Performer is aware that the thing is being done.

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

#### 2. LICENCE

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

#### 3. PERFORMER'S OBLIGATIONS

The Performer agrees with the Licensor as follows:

The Trace

#### 3.1 Agreed Attendances

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

#### 3.2 Compensation

- 3.2.1 The Performer shall pay the Compensation as liquidated damages for failure to attend and/or perform throughout any Agreed Attendance.
- 3.2.2 The Performer shall pay [xx] the Compensation as liquidated damages for each waiver by the Licensor of any breach of this Licence and/or the Dancer Code of Conduct (and any amendment thereof) referred to in Clause3.3.1.4 PROVIDED THAT the Licensor is under no obligation to agree to such a waiver.

#### 3.3 Use of Premises

- 3.3.1 The Performer shall:
  - 3.3.1.1 Undertake Performances using best endeavours and all skill and care;
  - 3.3.1.2 Behave in a professional, courteous and reasonable manner in consideration to, and for the convenience of customers, and other performers on the Premises;
  - 3.3.1.3 Comply with any Additional Licence Terms, Restrictions or Conditions;
  - 3.3.1.4 Comply with Dancers Code of Conduct attached hereto and any amendment thereto that the Licensor shall from time to time notify to the Performer;

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

#### 3.4 Statutory obligations

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

#### 3.5 Rules and Regulations

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

#### 3.6 Licensor's Rights

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

#### 3.7 Non-Assignment

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

#### 3.8 Nuisance

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

#### 3.9 Indemnities

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

#### 3.10 Operational Obligations

The Performer shall not:

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

#### 4. LICENSOR'S OBLIGATIONS

The Licensor will:

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

#### 5. ADVERTISING

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

#### 6. TERMINATION

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

#### 7. MISCELLANEOUS

#### 7.1 Exclusion of warranty as to use

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

#### 7.2 Exclusion of third party rights

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

#### 7.3 Exclusion of Licensor's liability

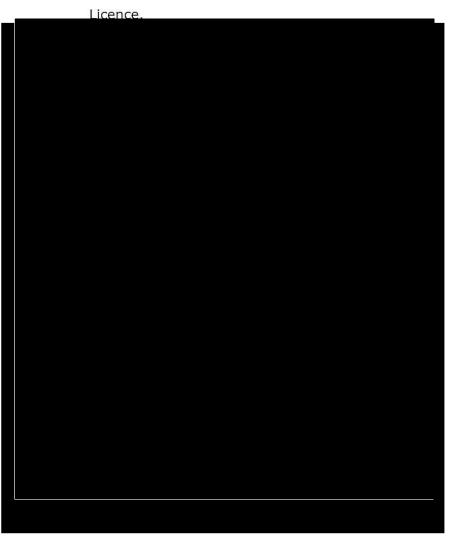
- 7.3.1 The Licensor shall not be liable for the death of, or injury to, the Performer or his employees or for damage to any property of theirs, or for any losses, or other liability, incurred by them in the exercise or purported exercise of the Rights except where such death, injury or loss is due to the negligence (as defined in the Unfair Contract Terms act 1977) of the Licensor.
- 7.3.2 The Performer acknowledges that the Premises are used for adult entertainment and the Performer will witness depictions of explicit and implicit sexual conduct.
- 7.3.3 The Performer acknowledges that the Performer is not and will not be affected by, and assumes all risks associated with witnessing depictions of explicit and implicit sexual conduct.
- 7.3.4 The Performer acknowledges that the Licensor does not warrant that there shall be any customers who may wish to purchase the Performer's services at any Agreed Attendance.

#### 7.4 Severability

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

#### 7.5 Notices

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



#### London additional SEVL conditions.

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

There shall be no physical contact between performers whilst performing.

Performers will not request or give out any telephone number, address or any other contact information from or to any customer. Any such information given by a customer shall be surrendered to the premises manager as soon as is practicable.

Relevant Entertainment shall take place only in the designated areas approved by the Licensing Authority as shown on the licence plan. Arrangements for access to the dressing room shall be maintained at all times whilst Relevant Entertainment is taking place and immediately thereafter.

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

Whenever Relevant Entertainment is being provided there shall be no physical contact between performers and customers or between customers and performers except for the exchanging of money or tokens at the beginning or conclusion of the performance and only for the purpose of that performance.

Performers must redress fully immediately after each performance.

#### Club Rules

#### A. Conduct on arrival and departure from the club

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

#### B. Dress code

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

#### C. Conduct in the club

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

#### D. Conduct during dances

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

#### E. Pricing and tips

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

#### F. Dance Guidelines

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

### Club Rules (continue)

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

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

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

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

#### A. Conduct on arrival and departure from the club

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

- 10. You will leave the Club quietly and not cause a nuisance or annoyance to neighbouring premises or persons.
- 11. Please don't drink and drive. The Club will call a taxi for you on request.
- 12. Where possible and at the end of an Agreed Attendance, You will be escorted by a member of Security Staff either to a requested taxi or your car.

#### B. Dress code

- 1. Dancers' attire shall include elegant floor length gowns, 3 piece lingerie set, high heel (minimum 3") shoes, costume jewellery, hairpieces, gloves, G-string or t-back undergarments each as the Club shall approve.
- 2. Dancers shall remain fully clothed in accordance with the Dress Code unless they are performing on the stage, podium or for a seated customer.
- 3. Dancers may remove their clothing whilst on the stage, podium or performing to a seated customer. Dancers must fully dress at the end of each performance.
- 4. The Club may require particular attire for special events.

#### C. Conduct in the club

- 1. You will not use a mobile phone outside of the changing rooms without Club Management's express consent.
- 2. You will not take any photos or record any videos with any device (including mobile phones). You will surrender to the Club any equipment that the Club has reason to believe has been used for taking photos or recording videos. Such equipment will not be returned to you until the Club is satisfied that there are no photos or videos stored on it which may be in breach of these rules.
- 3. You will not give out any personal information (including phone numbers or contact details of anyone) but can tell customers when your Agreed Attendances take place.
- 4. You will not accept any personal information from Customers other than business cards, which you will immediately hand over to Club Management.
- 5. You will not intentionally contact, meet or agree to contact or meet Customers outside of the Club.
- 6. You will only perform in the approved areas of the Club so designated by the Club Management and will move to or leave any part of the Club as directed by Club Management.
- 7. You will not allow yourself to be in the company of a customer other than in the areas of the Club so Designated by Club Management.

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

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



#### TAX GUIDANCE

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

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

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

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

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

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

## PLATINUM LACE Bar & Gentleman's Club

Clarendon House, 125 Shenley Road, Borehamwood, Hertfordshire WD6 1AG

TO THE

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

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

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

## PLATINUM LACE Bar & Gentleman's Club

Clarendon House, 125 Shenley Road, Borehamwood, Hertfordshire WD6 1AG

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

TO 5825

DATE OF BREACH:
Time:
Video Machine: A:B:
Video Time:
DANCER'S NAME:
SAMPLE
Nature of Breach:
Number of previous breaches:
Licence terminated Suspended Compensation received
Manager present:
Signature:
Witness present:
Signature:
I have been notified of the above breach and fully understand and accept the reason given for this notice.
Signature of dancer:
Date:

### DANCER WELFARE AND EQUALITY POLICY

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

For dancers performing in its clubs Platinum Lace seeks:

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Changing/Rest Room Policy

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

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

#### Drug search policy

Platinum Lace operates a zero tolerance policy to drug possession and/or abuse.

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

#### **Model Release Form**

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

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

DATED:		
SIGNED (BIRTH NAME):		
ADDRESS:		
CITY:		
POSTCODE:		
TELEPHONE:		
WITNESS ON BEHALF		
SIGNED		
PRINT NAME		

### DANCER PERFORMANCE LICENCE

STEP 2 - PRELIMINARY DISCUSSION WITH MANAGER COVERING

Previous experience as a dancer

Club	City	Manager	Telephone No.
Sofistica	t londor	The state of the s	is been
	and the second second	and the particular transition	
Most recent	venues performed at		
		*	
	1	venues (if applicable)	
quie	<i></i>		4
	oout Platinum Lace v	ia:	
Lrie	nde		
1	ion completed satisfa	ectorily	

# STEP 3 - FAMILIARISATION WITH CLUB

Explanation of:	7
Requesting stage and podium opportunities schedule	/
Agreed Attendance process and definition	
Changing room etiquette	
Payment and charging	
Agreed Attendance process and definition  Changing room etiquette  Payment and charging  Explain house rules and code of conduct in detail – signature  Copy attached  Explanation of additional conditions as part of the Licences	
Copy attached	
Explanation of additional conditions as part of the Licences	
Copy attached	
Explanation of dispute procedure	,
Customer relations and conflict management procedures	
Arrival and exit procedures for the premises	
Fire Safety - Health and Safety	
Incident reporting	/
Application fee paid	
Promotional Opportunities	
I am interested in the following:	
TV $\square$ Events $\square$ Newspapers & magazines $\square$ Flyering $\square$ None $\square$	]
Familiarisation completed	

### MANAGEMENT CHECKLIST

STEP 4	
Preliminary Discussion	
Two forms of identification to include utility bill and photo ID  Passport  VISA  Review Date	
Data Protection Statement requested and received	
Dancer Performance Licence Assessment completed	
Dancer Performance Licence completed	
Code of Conduct fully explained and completed	
Additional Licence, Terms, Restrictions and Conditions	_
Explained and displayed copy shown	
Dispute procedure explained and completed	Image: Control of the
Formal procedures completed	
Tour of Building completed	
Awareness of fire exists and Health & Safety procedure	
Dancer Welfare policy explained	
Release form included (if required)	

# **MEDICAL QUESTIONNAIRE**

STEP 5	We will not contact your doctor without your prior written conser	ıt.
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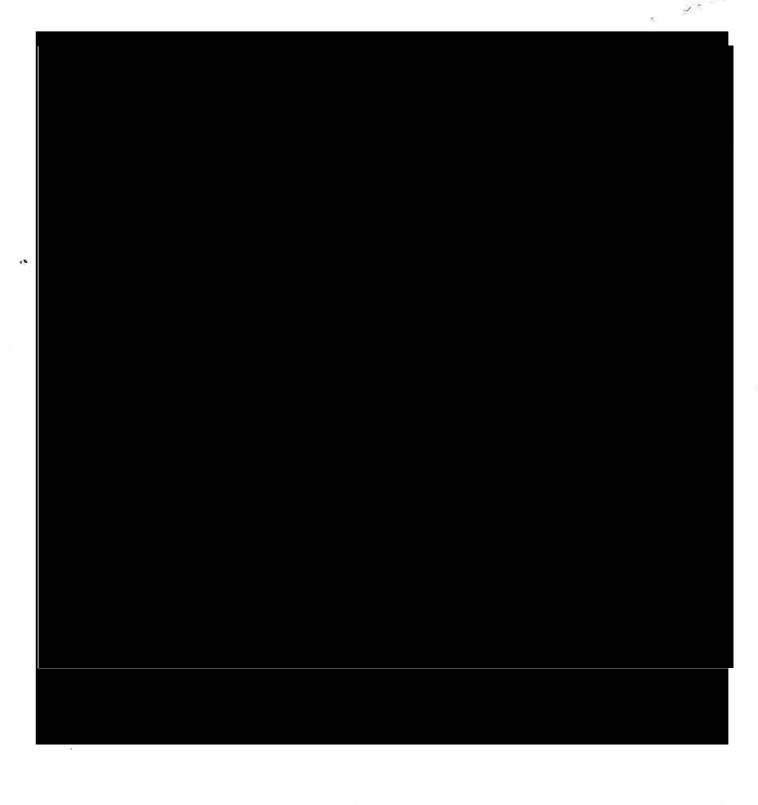
1.	Are you currently taking or have been prescribed medication (excluding contraceptives)? Yes /No
lf \	es, please give further details:
2.	Are you currently receiving treatment for any physical or mental condition? Yes / No
	If Yes, please give further details;
3.	Do you suffer from any injury, illness, medical condition or allergy that might affect your ability to perform your duties?  Yes / No
	If Yes, please give further details:
4.	Do you consider yourself to have a disability?  Yes / No
	If Yes, please give further details:
Da	ta Protection Notice
req reg to b pro	e Company requires certain information before you start employment, to ensure you will be able to perform the uirements of the job and give reliable service, and to ensure compliance with relevant Health and Safety ulations. The information is also required in order to establish whether any reasonable adjustments may need be made to assist you in performing your duties, in accordance with the Equality Act 2010. The information you wide will be treated in the strictest confidence, and used only for the purposes detailed above in compliance in the Data Protection Act 1998.
De	claration
	onfirm that the information given in this Questionnaire is complete and accurate to the best of my owledge.



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

# Dancer Audition Detail & Assessment Sheet

ALL auc	ALL auditions MUST be marked accordingly to the following selection criteria						
Initial 1 <sup>st</sup> impressions		BAD	AVERAGE	GOOD	EXCEPTIONAL		
General Etiquette: (Good grammar and pro	nunciation, no sw	BAD earing, not	AVERAGE chewing gum)	GOOD	EXCEPTIONAL	(a)	
Understanding of the En	glish Language:	BAD	AVERAGE	GOOD	EXCEPTIONAL		
Hair & Makeup for Audit	ion:	BAD	AVERAGE	GOOD	EXCEPTIONAL		
Dress Selection:	ă ,	BAD	AVERAGE	GOOD	EXCEPTIONAL		
Stage audition: (Eye contact, use of the s	pace, presence, se	BAD ensuality, c	AVERAGE coordination)	GOOD	EXCEPTIONAL		
Use of Pole and Stage du (Extent of pole tricks, use	ring audition: of pole, stage floo	BAD or and furn	AVERAGE iture etc)	GOOD	EXCEPTIONAL		
Physical appearances: Bad tattoo, saggy breast,	cellulite, stomach	BAD , teeth)	AVERAGE	GOOD	EXCEPTIONAL		
Applicants Figure:		PETITE	SLIM	MEDIL	IM LARGE		
Comments:	Stocker	95 V	rofh	Dress			
Audition:	SUCCESS	SFUL		UN-SUCCESSFU			
Auditioned by: Tina/	,	Applicant S	tart Date:	W			



\*

(28

# PLATINUM LACE Bar & Gentleman's Club

Clarendon House, 125 Shenley Road, Borehamwood, Hertfordshire WD6 1AG

# DANCER RECORDS PRIVATE & CONFIDENTIAL

THE PROOF

Dancer real name:
Dancer stage name
Record open date:
CONTENTS:
Dancer Performance Licence Assessment Form
Dancer Performance Licence
Club rules for dancers
Club Rules for Customers
Additional Licence Conditions – attached - YES NO NO
Notice of Breach Form
Tax Guidance
Supplemental Records
Dancer Release
Exercise and the second
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The group registrated for Wa
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# **Dancer Performance Licence Assessment**

#### STEP 1 - DANCER DETAILS

Full Name:	
4	
Stage Name:	
Address:	
Postcode:	
Telephone:	
Mobile:	
E-mail:	
Date of birth:	
Age:	
Nationality:	
Languages spoken:	
Entitlement to v	
National Insura	
Are you register	ed for VAT? VAT Registration Number:
In case of emer	gency notify:
rachebla	
TOT SHOW BOXE	

### DANCER PERFORMANCE LICENCE

THIS LICENCE is made 19.09.15
BETWEEN:

(1)	Platinun	n Lace	Trading Itd w	nose registered	office	is at Clarendon	House, 125
	Shenley	Road,	Borehamwood,	Hertfordshire,	WD6	1AG.Company	Registration
	number (	073575	94 ("the Licens	or"); and			

(2)		] of [	] OR who	se registered office is at
	[	], Company Registi	ration number [	] ("the Performer");
	and (T	ogether referred to as "the Par	rties").	

NOW IT IS AGREED as follows:

#### 1. DEFINITIONS AND INTERPRETATION

In this Licence:

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

- 1.6 **"Licence Fee"** means the sum of [£variable ] for each Performance and [£variable ] for each agreed attendance.
- 1.7 "Licence Period" means [one year]. <table-cell-columns>
- 1.8 "**Premises**" means the trading floor rooms forming part of the Building [shown for the purposes of identification only coloured green on the annexed plan].
- 1.9 **"Performance"** means a striptease, nude or semi-nude or bikini dance.
- 1.10 **"Stage Performance**" means a performance on a stage or podium.
- 1.11 "**The Rights**" means the right for the Performer to:

90 5743E

- (a) perform striptease, nude, semi-nude and bikini dances in the manner the Performer shall choose subject to the Additional Licence Terms, Restrictions or Conditions within the Approved Area within the Premises together with any other persons in the Premises as the Licensor shall admit PROVIDED THAT the Performer shall only occupy the Approved Areas during such performances or for seeking to sell such performances to customers and shall co-operate at all times with other performers with similar licences; and
- (b) the use of the access ways, toilets and changing rooms in the Premises during the Licence Period for their respective purposes only.
- 1.12 References to "losses" are references to liabilities, damages or losses, awards of damages or compensation, penalties, costs, disbursements and expenses arising from any claim, demand, action or proceedings.
- 1.13 Words importing one gender include all other genders; words importing the singular include the plural and vice versa; words importing persons include a corporate body and a partnership and vice versa.
- 1.14 Any agreement by the Performer not to do anything includes an obligation to use reasonable endeavours not to permit or suffer that thing to be done by another person where the Performer is aware that the thing is being done.

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

#### 2. LICENCE

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

#### 3. PERFORMER'S OBLIGATIONS

The Performer agrees with the Licensor as follows:

THE TREET

#### 3.1 Agreed Attendances

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

#### 3.2 Compensation

- 3.2.1 The Performer shall pay the Compensation as liquidated damages for failure to attend and/or perform throughout any Agreed Attendance.
- 3.2.2 The Performer shall pay [xx] the Compensation as liquidated damages for each waiver by the Licensor of any breach of this Licence and/or the Dancer Code of Conduct (and any amendment thereof) referred to in Clause3.3.1.4 PROVIDED THAT the Licensor is under no obligation to agree to such a waiver.

#### 3.3 Use of Premises

- 3.3.1 The Performer shall:
  - 3.3.1.1 Undertake Performances using best endeavours and all skill and care;
  - 3.3.1.2 Behave in a professional, courteous and reasonable manner in consideration to, and for the convenience of customers, and other performers on the Premises;
  - 3.3.1.3 Comply with any Additional Licence Terms, Restrictions or Conditions;
  - 3.3.1.4 Comply with Dancers Code of Conduct attached hereto and any amendment thereto that the Licensor shall from time to time notify to the Performer;

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

#### 3.4 Statutory obligations

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

#### 3.5 Rules and Regulations

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

#### 3.6 Licensor's Rights

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

#### 3.7 Non-Assignment

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

#### 3.8 Nuisance

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

#### 3.9 Indemnities

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

#### 3.10 Operational Obligations

The Performer shall not:

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

#### 4. LICENSOR'S OBLIGATIONS

The Licensor will:

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

#### 5. ADVERTISING

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

#### 6. TERMINATION

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

#### 7. MISCELLANEOUS

#### 7.1 Exclusion of warranty as to use

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

#### 7.2 Exclusion of third party rights

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

#### 7.3 Exclusion of Licensor's liability

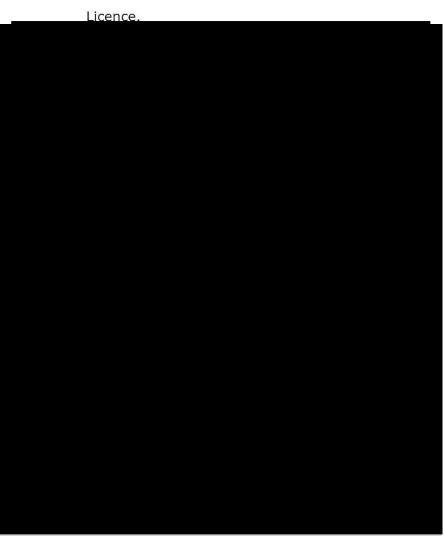
- 7.3.1 The Licensor shall not be liable for the death of, or injury to, the Performer or his employees or for damage to any property of theirs, or for any losses, or other liability, incurred by them in the exercise or purported exercise of the Rights except where such death, injury or loss is due to the negligence (as defined in the Unfair Contract Terms act 1977) of the Licensor.
- 7.3.2 The Performer acknowledges that the Premises are used for adult entertainment and the Performer will witness depictions of explicit and implicit sexual conduct.
- 7.3.3 The Performer acknowledges that the Performer is not and will not be affected by, and assumes all risks associated with witnessing depictions of explicit and implicit sexual conduct.
- 7.3.4 The Performer acknowledges that the Licensor does not warrant that there shall be any customers who may wish to purchase the Performer's services at any Agreed Attendance.

#### 7.4 Severability

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

#### 7.5 Notices

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



#### London additional SEVL conditions.

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

There shall be no physical contact between performers whilst performing.

Performers will not request or give out any telephone number, address or any other contact information from or to any customer. Any such information given by a customer shall be surrendered to the premises manager as soon as is practicable.

Relevant Entertainment shall take place only in the designated areas approved by the Licensing Authority as shown on the licence plan. Arrangements for access to the dressing room shall be maintained at all times whilst Relevant Entertainment is taking place and immediately thereafter.

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

Whenever Relevant Entertainment is being provided there shall be no physical contact between performers and customers or between customers and performers except for the exchanging of money or tokens at the beginning or conclusion of the performance and only for the purpose of that performance.

Performers must redress fully immediately after each performance.

#### Club Rules

#### A. Conduct on arrival and departure from the club

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

#### B. Dress code

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

#### C. Conduct in the club

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

#### D. Conduct during dances

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

#### E. Pricing and tips

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

#### F. Dance Guidelines

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

### Club Rules (continue)

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

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

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

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

#### A. Conduct on arrival and departure from the club

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

- 10. You will leave the Club quietly and not cause a nuisance or annoyance to neighbouring premises or persons.
- 11. Please don't drink and drive. The Club will call a taxi for you on request.
- 12. Where possible and at the end of an Agreed Attendance, You will be escorted by a member of Security Staff either to a requested taxi or your car.

#### B. Dress code

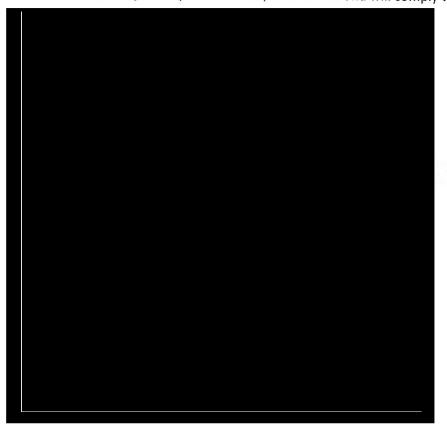
- 1. Dancers' attire shall include elegant floor length gowns, 3 piece lingerie set, high heel (minimum 3") shoes, costume jewellery, hairpieces, gloves, G-string or t-back undergarments each as the Club shall approve.
- 2. Dancers shall remain fully clothed in accordance with the Dress Code unless they are performing on the stage, podium or for a seated customer.
- 3. Dancers may remove their clothing whilst on the stage, podium or performing to a seated customer. Dancers must fully dress at the end of each performance.
- 4. The Club may require particular attire for special events.

#### C. Conduct in the club

- 1. You will not use a mobile phone outside of the changing rooms without Club Management's express consent.
- 2. You will not take any photos or record any videos with any device (including mobile phones). You will surrender to the Club any equipment that the Club has reason to believe has been used for taking photos or recording videos. Such equipment will not be returned to you until the Club is satisfied that there are no photos or videos stored on it which may be in breach of these rules.
- 3. You will not give out any personal information (including phone numbers or contact details of anyone) but can tell customers when your Agreed Attendances take place.
- 4. You will not accept any personal information from Customers other than business cards, which you will immediately hand over to Club Management.
- 5. You will not intentionally contact, meet or agree to contact or meet Customers outside of the Club.
- 6. You will only perform in the approved areas of the Club so designated by the Club Management and will move to or leave any part of the Club as directed by Club Management.
- 7. You will not allow yourself to be in the company of a customer other than in the areas of the Club so Designated by Club Management.

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

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



#### TAX GUIDANCE

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

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

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

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

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

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

# PLATINUM LACE Bar & Gentleman's Club

Clarendon House, 125 Shenley Road, Borehamwood, Hertfordshire WD6 1AG

TO THE

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

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

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

# PLATINUM LACE Bar & Gentleman's Club

Clarendon House, 125 Shenley Road, Borehamwood, Hertfordshire WD6 1AG

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

TO 5825

DATE OF BREACH:
Time:
Video Machine: A:B:
Video Time:
DANCER'S NAME:
SAMPLE
Nature of Breach:
Number of previous breaches:
Licence terminated Suspended Compensation received
Manager present:
Signature:
Witness present:
Signature:
I have been notified of the above breach and fully understand and accept the reason given for this notice.
Signature of dancer:
Date:

### DANCER WELFARE AND EQUALITY POLICY

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

For dancers performing in its clubs Platinum Lace seeks:

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Changing/Rest Room Policy

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

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

#### Drug search policy

Platinum Lace operates a zero tolerance policy to drug possession and/or abuse.

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

#### **Model Release Form**

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

a) The unrestricted right and permission to copyright and use, re-use, publish and republish photographic portraits or pictures of me or in which I may be included intact or in part, composite or distorted in character or form, without restriction as to changes or transformations in conjunction with my own or a fictitious name, or reproduction hereof in colour or otherwise, made through any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other purpose whatsoever.

b) I also permit the use of any printed material in connection therewith.

- c) I hereby relinquish any right that I may have to examine or approve the completed product or products or the advertising copy or printed matter that may be used in conjunction therewith or the use to which it may be applied.
- d) I hereby release and discharge PL Trading Ltd from any liability by virtue of any blurring, distortion, alteration, optical illusion or use in composite form whether intentional or otherwise, that may occur or be produced in the taking of said picture or in any subsequent processing thereof as well as any publication thereof including without limitation any claims for libel or invasion of privacy.
- e) I hereby affirm that I am over the age of majority and have the right to contract in my own name. I have read the above authorisation release and agreement, prior to its execution; I fully understand the contents thereof. This agreement shall be binding upon me and my heirs, legal representatives and assigns.

DATED:		
SIGNED (BIRTH NAME):		
ADDRESS:		
CITY:		
POSTCODE:		
TELEPHONE:		
WITNESS ON BEHALF		
SIGNED		
Dencer's signature		
PRINT NAME		

### DANCER PERFORMANCE LICENCE

STEP 2 - PRELIMINARY DISCUSSION WITH MANAGER COVERING

Previous experience as a dancer

Club	City	Manager	Telephone No.
Sofisticut	londo	the second of th	b force
	A STATE OF S	the time of the property of the same of th	
	3		
Most recent venue	es performed at		
		_ :	
		*	
Reason for ceasin	g to perform at vei	nues (if applicable)	
quiet	•		•
Found out about	Platinum Lace via:		
friend	S	B &	
Dance audition co	ompleted satisfacto	orily	

# STEP 3 - FAMILIARISATION WITH CLUB

Explanation of:  Requesting stage and podium opportunities schedule  Agreed Attendance process and definition  Changing room etiquette  Payment and charging  Explain house rules and code of conduct in detail – signature  Copy attached  Explanation of additional conditions as part of the Licences  Copy attached  Explanation of dispute procedure  Customer relations and conflict management procedures  Arrival and exit procedures for the premises  Fire Safety – Health and Safety  Incident reporting  Application fee paid  Promotional Opportunities  I am interested in the following:
Agreed Attendance process and definition  Changing room etiquette  Payment and charging  Explain house rules and code of conduct in detail – signature  Copy attached  Explanation of additional conditions as part of the Licences  Copy attached  Explanation of dispute procedure  Customer relations and conflict management procedures  Arrival and exit procedures for the premises  Fire Safety – Health and Safety  Incident reporting  Application fee paid  Promotional Opportunities  I am interested in the following:
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Incident reporting  Application fee paid  Promotional Opportunities  I am interested in the following:
Application fee paid  Promotional Opportunities  I am interested in the following:
Application fee paid  Promotional Opportunities  I am interested in the following:
I am interested in the following:
I am interested in the following:
TV $\square$ Events $\square$ Newspapers & magazines $\square$ Flyering $\square$ None $\square$
Familiarisation completed

### MANAGEMENT CHECKLIST

STEP 4	
Preliminary Discussion	
Two forms of identification to include utility bill and photo ID  Passport  VISA  Review Date	
Data Protection Statement requested and received	
Dancer Performance Licence Assessment completed	
Dancer Performance Licence completed	
Code of Conduct fully explained and completed	
Additional Licence, Terms, Restrictions and Conditions	_
Explained and displayed copy shown	
Dispute procedure explained and completed	Image: Control of the
Formal procedures completed	
Tour of Building completed	
Awareness of fire exists and Health & Safety procedure	
Dancer Welfare policy explained	
Release form included (if required)	

### **MEDICAL QUESTIONNAIRE**

STEP 5	We will not contact y	your doctor without your prior w	ritten consent.
--------	-----------------------	----------------------------------	-----------------

1.	Are you currently taking or have been prescribed medication (excluding contraceptives)? Yes /No
If Y	ves, please give further details:
2.	Are you currently receiving treatment for any physical or mental condition? Yes / No
	If Yes, please give further details;

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

If Yes, please give further details:

4. Do you consider yourself to have a disability?

Yes / No

If Yes, please give further details:

#### **Data Protection Notice**

The Company requires certain information before you start employment, to ensure you will be able to perform the requirements of the job and give reliable service, and to ensure compliance with relevant Health and Safety regulations. The information is also required in order to establish whether any reasonable adjustments may need to be made to assist you in performing your duties, in accordance with the Equality Act 2010. The information you provide will be treated in the strictest confidence, and used only for the purposes detailed above in compliance with the Data Protection Act 1998.

#### **Declaration**

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



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

Donor A. diri D. et C.
Dancer Audition Detail & Assessment Sheet
ALL auditions MUST be marked accordingly to the following selection criteria
Initial 1 <sup>st</sup> impressions  BAD AVERAGE GOOD EXCEPTIONAL
General Etiquette:  (Good grammar and pronunciation, no swearing, not chewing gum)  EXCEPTIONAL
Understanding of the English Language: BAD AVERAGE GOOD EXCEPTIONAL
Hair & Makeup for Audition:  BAD AVERAGE GOOD EXCEPTIONAL
Dress Selection:  BAD AVERAGE GOOD EXCEPTIONAL
Stage audition: BAD AVERAGE GOOD EXCEPTIONAL (Eye contact, use of the space, presence, sensuality, coordination)
Use of Pole and Stage during audition: BAD AVERAGE GOOD EXCEPTIONAL (Extent of pole tricks, use of pole, stage floor and furniture etc.)
Physical appearances: BAD AVERAGE GOOD EXCEPTIONAL Bad tattoo, saggy breast, cellulite, stomach, teeth)
Applicants Figure: PETITE SLIM MEDIUM LARGE
comments: No Stockings Worth Dress.
Audition: SUCCESSFUL UN-SUCCESSFUL

Applicant Start Date: \_\_\_\_\_

Auditioned by: Tina/



\*

# **PLATINUM LACE**Bar & Gentleman's Club

Clarendon House, 125 Shenley Road, Borehamwood, Hertfordshire WD6 1AG

TO 5/8/20

# DANCER RECORDS PRIVATE & CONFIDENTIAL

al control	Pancer real name:	
<b></b> .	Pancer stage name	
	Record open date:	
	CONTENTS:	
•	Pancer Performance Licence Assessment Form	
	Pancer Performance Licence	
	llub rules for dancers	
	Club Rules for Customers	
	Additional Licence Conditions – attached - YES NO	
	lotice of Breach Form	
	ax Guidance	
	Supplemental Records	
	Pancer Release	
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	the same desired the same	
	ent announcement for the	
	to compare the contract of the	

# **Dancer Performance Licence Assessment**

#### STEP 1 - DANCER DETAILS

Full Name:						
4						
Stage Name:						
Address:						
Postcode:						
Telephone:						
Mobile:						
E-mail:						
Date of birth:						
Age:						
Age.						
Nationality:						
Languages						
spoken:						
Entitlement to work verification:						
National Insurance Number:						
Are you registered for VAT? VAT Registration Number:						
In case of emergency notify:						
U.S.						

### DANCER PERFORMANCE LICENCE

THIS LICENCE is made 19.09.15

BETWEEN:

(1)	Platinur	n Lace	Trading Itd w	nose registered	office	is at	Clarendon	House,	125
	Shenley	Road,	Borehamwood,	Hertfordshire,	WD6	1AG.	Company	Registra	ition
number 07357594 ("the Licensor"); and									

(2)	[	。] of [	] OR who	se registered office is at
	[	], Company Registi	ration number [	] ("the Performer");
	and (	Together referred to as "the Par	rties").	

NOW IT IS AGREED as follows:

#### 1. DEFINITIONS AND INTERPRETATION

In this Licence:

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

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

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

#### 2. LICENCE

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

#### 3. PERFORMER'S OBLIGATIONS

The Performer agrees with the Licensor as follows:

#### 3.1 Agreed Attendances

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

#### 3.2 Compensation

- 3.2.1 The Performer shall pay the Compensation as liquidated damages for failure to attend and/or perform throughout any Agreed Attendance.
- 3.2.2 The Performer shall pay [xx] the Compensation as liquidated damages for each waiver by the Licensor of any breach of this Licence and/or the Dancer Code of Conduct (and any amendment thereof) referred to in Clause3.3.1.4 PROVIDED THAT the Licensor is under no obligation to agree to such a waiver.

#### 3.3 Use of Premises

- 3.3.1 The Performer shall:
  - 3.3.1.1 Undertake Performances using best endeavours and all skill and care;
  - 3.3.1.2 Behave in a professional, courteous and reasonable manner in consideration to, and for the convenience of customers, and other performers on the Premises;
  - 3.3.1.3 Comply with any Additional Licence Terms, Restrictions or Conditions;
  - 3.3.1.4 Comply with Dancers Code of Conduct attached hereto and any amendment thereto that the Licensor shall from time to time notify to the Performer;

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

#### 3.4 Statutory obligations

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

#### 3.5 Rules and Regulations

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

#### 3.6 Licensor's Rights

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

#### 3.7 Non-Assignment

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

#### 3.8 Nuisance

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

#### 3.9 Indemnities

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

#### 3.10 Operational Obligations

The Performer shall not:

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

#### 4. LICENSOR'S OBLIGATIONS

The Licensor will:

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

#### 5. ADVERTISING

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

#### 6. TERMINATION

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

#### 7. MISCELLANEOUS

#### 7.1 Exclusion of warranty as to use

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

#### 7.2 Exclusion of third party rights

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

#### 7.3 Exclusion of Licensor's liability

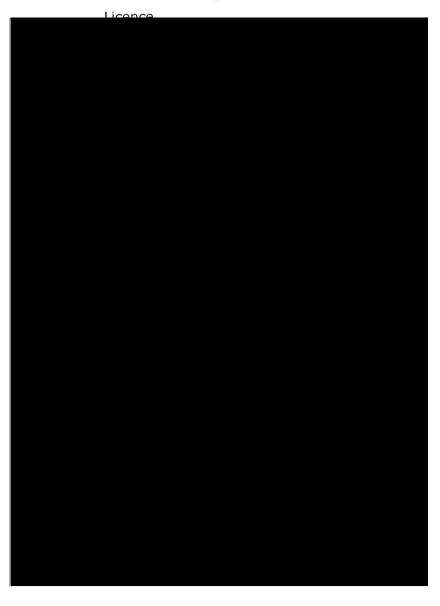
- 7.3.1 The Licensor shall not be liable for the death of, or injury to, the Performer or his employees or for damage to any property of theirs, or for any losses, or other liability, incurred by them in the exercise or purported exercise of the Rights except where such death, injury or loss is due to the negligence (as defined in the Unfair Contract Terms act 1977) of the Licensor.
- 7.3.2 The Performer acknowledges that the Premises are used for adult entertainment and the Performer will witness depictions of explicit and implicit sexual conduct.
- 7.3.3 The Performer acknowledges that the Performer is not and will not be affected by, and assumes all risks associated with witnessing depictions of explicit and implicit sexual conduct.
- 7.3.4 The Performer acknowledges that the Licensor does not warrant that there shall be any customers who may wish to purchase the Performer's services at any Agreed Attendance.

#### 7.4 Severability

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

#### 7.5 **Notices**

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



#### London additional SEVL conditions.

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

There shall be no physical contact between performers whilst performing.

Performers will not request or give out any telephone number, address or any other contact information from or to any customer. Any such information given by a customer shall be surrendered to the premises manager as soon as is practicable.

Relevant Entertainment shall take place only in the designated areas approved by the Licensing Authority as shown on the licence plan. Arrangements for access to the dressing room shall be maintained at all times whilst Relevant Entertainment is taking place and immediately thereafter.

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

Whenever Relevant Entertainment is being provided there shall be no physical contact between performers and customers or between customers and performers except for the exchanging of money or tokens at the beginning or conclusion of the performance and only for the purpose of that performance.

Performers must redress fully immediately after each performance.

#### Club Rules

#### A. Conduct on arrival and departure from the club

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

#### B. Dress code

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

#### C. Conduct in the club

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

#### D. Conduct during dances

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

#### E. Pricing and tips

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

#### F. Dance Guidelines

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

### Club Rules (continue)

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

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

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

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

#### A. Conduct on arrival and departure from the club

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

- 10. You will leave the Club quietly and not cause a nuisance or annoyance to neighbouring premises or persons.
- 11. Please don't drink and drive. The Club will call a taxi for you on request.
- 12. Where possible and at the end of an Agreed Attendance, You will be escorted by a member of Security Staff either to a requested taxi or your car.

#### B. Dress code

- 1. Dancers' attire shall include elegant floor length gowns, 3 piece lingerie set, high heel (minimum 3") shoes, costume jewellery, hairpieces, gloves, G-string or t-back undergarments each as the Club shall approve.
- 2. Dancers shall remain fully clothed in accordance with the Dress Code unless they are performing on the stage, podium or for a seated customer.
- 3. Dancers may remove their clothing whilst on the stage, podium or performing to a seated customer. Dancers must fully dress at the end of each performance.
- 4. The Club may require particular attire for special events.

#### C. Conduct in the club

- 1. You will not use a mobile phone outside of the changing rooms without Club Management's express consent.
- 2. You will not take any photos or record any videos with any device (including mobile phones). You will surrender to the Club any equipment that the Club has reason to believe has been used for taking photos or recording videos. Such equipment will not be returned to you until the Club is satisfied that there are no photos or videos stored on it which may be in breach of these rules.
- 3. You will not give out any personal information (including phone numbers or contact details of anyone) but can tell customers when your Agreed Attendances take place.
- 4. You will not accept any personal information from Customers other than business cards, which you will immediately hand over to Club Management.
- 5. You will not intentionally contact, meet or agree to contact or meet Customers outside of the Club.
- 6. You will only perform in the approved areas of the Club so designated by the Club Management and will move to or leave any part of the Club as directed by Club Management.
- 7. You will not allow yourself to be in the company of a customer other than in the areas of the Club so Designated by Club Management.

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

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



### **TAX GUIDANCE**

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

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

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

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

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

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

# PLATINUM LACE Bar & Gentleman's Club

Clarendon House, 125 Shenley Road, Borehamwood, Hertfordshire WD6 1AG

The State of

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

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

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

# PLATINUM LACE Bar & Gentleman's Club

Clarendon House, 125 Shenley Road, Borehamwood, Hertfordshire WD6 1AG

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

TO THESE

DATE OF BREACH:
Time:
Video Machine: A:B:
Video Time:
DANCER'S NAME:
SAMPLE
Nature of Breach:
Number of previous breaches:
Licence terminated Suspended Compensation received
Manager present:
Signature:
Witness present:
Signature:
I have been notified of the above breach and fully understand and accept the reason given for this notice.
Signature of dancer:
Date: Copies to: Club Breach Log, Dancer, Head Offic

#### DANCER WELFARE AND EQUALITY POLICY

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

For dancers performing in its clubs Platinum Lace seeks:

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Changing/Rest Room Policy

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

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

#### Drug search policy

Platinum Lace operates a zero tolerance policy to drug possession and/or abuse.

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

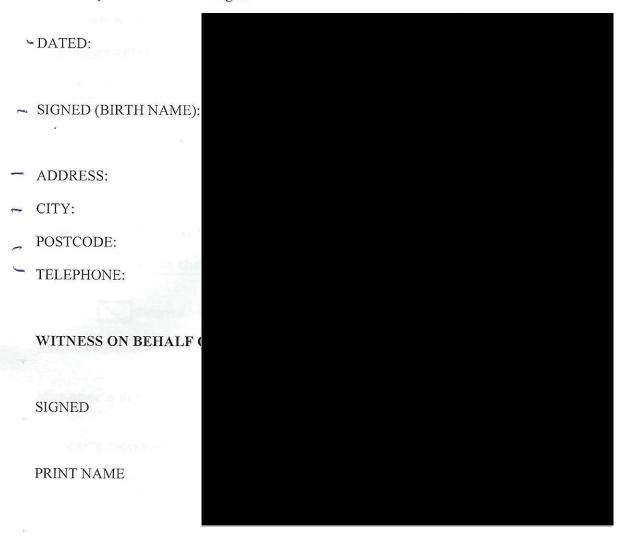
#### **Model Release Form**

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

a) The unrestricted right and permission to copyright and use, re-use, publish and republish photographic portraits or pictures of me or in which I may be included intact or in part, composite or distorted in character or form, without restriction as to changes or transformations in conjunction with my own or a fictitious name, or reproduction hereof in colour or otherwise, made through any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other purpose whatsoever.

b) I also permit the use of any printed material in connection therewith.

- c) I hereby relinquish any right that I may have to examine or approve the completed product or products or the advertising copy or printed matter that may be used in conjunction therewith or the use to which it may be applied.
- d) I hereby release and discharge PL Trading Ltd from any liability by virtue of any blurring, distortion, alteration, optical illusion or use in composite form whether intentional or otherwise, that may occur or be produced in the taking of said picture or in any subsequent processing thereof as well as any publication thereof including without limitation any claims for libel or invasion of privacy.
- e) I hereby affirm that I am over the age of majority and have the right to contract in my own name. I have read the above authorisation release and agreement, prior to its execution; I fully understand the contents thereof. This agreement shall be binding upon me and my heirs, legal representatives and assigns.



### DANCER PERFORMANCE LICENCE

#### STEP 2 - PRELIMINARY DISCUSSION WITH MANAGER COVERING

Previous experience as a dancer

Club	City	Manager	reiepnone No.
Sofisticut.	London		
	- The see that 9		
Most recent venues	s performed at		
		7	
Reason for ceasing	to perform at venue	s (if applicable)	•
- y	21.420		
Found out about Pl	atinum Lace via:		
- In	endo		200
Dance audition con	npleted satisfactorily		

# STEP 3 - FAMILIARISATION WITH CLUB

Explanation of:
Requesting stage and podium opportunities schedule
Agreed Attendance process and definition
Changing room etiquette
Payment and charging
Explain house rules and code of conduct in detail – signature
Copy attached
Explanation of additional conditions as part of the Licences
Copy attached
Explanation of dispute procedure
Customer relations and conflict management procedures
Arrival and exit procedures for the premises
Fire Safety – Health and Safety
Incident reporting
Application fee paid
Promotional Opportunities
I am interested in the following:
TV □ Events □ Newspapers & magazines □ Flyering □ None □
Familiarisation completed

### **MANAGEMENT CHECKLIST**

STEP 4

" die	_
Preliminary Discussion	Ш
Two forms of identification to include utility bill and photo ID  Passport   VISA   Review Date	
Data Protection Statement requested and received	
Dancer Performance Licence Assessment completed	
Dancer Performance Licence completed	181
Code of Conduct fully explained and completed	
Additional Licence, Terms, Restrictions and Conditions	
Explained and displayed copy shown	
Dispute procedure explained and completed	ţ.
Formal procedures completed	
Tour of Building completed	
Awareness of fire exists and Health & Safety procedure	
Dancer Welfare policy explained	
Release form included (if required)	

## **MEDICAL QUESTIONNAIRE**

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

1. A		" at	
	re you currently taking or have been prescrib $\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ $	ped medication (excludir	ng contraceptives ? Yes
If Yes	, please give further details:		
2. Aı	re you currently receiving treatment for any p	physical or mental condi	tion? Yes / No
lf	Yes, please give further details;		
3. Do	o you suffer from any injury, illness, medica erform your duties? ಸ <i>್ತ</i>	l condition or allergy tha	at might affect your ability Yes / No
lf	Yes, please give further details:		
4. Do	o you consider yourself to have a disability?	40 ,	Yes / No
If	Yes, please give further details:		
Data I	Protection Notice		į,
require regulati to be m provide	ompany requires certain information before you stand to ments of the job and give reliable service, and to ions. The information is also required in order to enade to assist you in performing your duties, in act will be treated in the strictest confidence, and us a Data Protection Act 1998.	ensure compliance with re establish whether any reas cordance with the Equality	elevant Health and Safety conable adjustments may nee A Act 2010.The information w
Decla	aration		
l confir	rm that the information given in this Question edge.	nnaire is complete and a	occurate to the best of my



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

	Dancer Audition D	Detail & Assessment Sheet
	Platinum Lace Mar	anagement Only Below this Line
		accordingly to the following selection criteria
	Initial 1 <sup>st</sup> impressions BAD	
	General Etiquette: BAD (Good grammar and pronunciation, no swearing, no	D AVERAGE GOOD EXCEPTIONAL not chewing gum)
	Understanding of the English Language: BAD	D AVERAGE GOOD EXCEPTIONAL
	Hair & Makeup for Audition: BAD	D AVERAGE GOOD EXCEPTIONAL
	Dress Selection: BAD	O AVERAGE GOOD EXCEPTIONAL
	Stage audition: BAD (Eye contact, use of the space, presence, sensuality)	AVERAGE GOOD EXCEPTIONAL
(	Use of Pole and Stage during audition: BAP Extent of pole tricks, use of pole, stage floor and fu	AVERAGE GOOD EXCEPTIONAL
	Physical appearances:  Bad tattoo, saggy breast, cellulite, stomach, teeth)	AVERAGE GOOD EXCEPTIONAL
<i>F</i>	Applicants Figure: PETITE	SLIM MEDIUM LARGE
C	Comments:	
	Audition: SUCCESSFUL	UN-SUCCESSFUL

Applicant Start Date: \_\_\_\_\_

Auditioned by: Tina/



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