

CONDITIONS RELATING TO SEX ESTABLISHMENTS

Standard Conditions for Sexual Entertainment Venues

1. The Council makes these regulations pursuant to its power under paragraph 13 of the Third Schedule to the Local Government (Miscellaneous Provisions) Act 1982 (“The Act”).

2. In these conditions

‘Audience’; ‘Sexual Entertainment Venue’; and ‘Relevant Entertainment’; each have the meaning given in the Act .

‘Performer’ means any individual who performs or actively participates in Relevant Entertainment (whether or not they are an employee) and “Performance” and “Performing” shall be construed accordingly.

‘Permitted Relevant Entertainment’ means entertainment falling within the description specified on the licence as being permitted at the licensed premises

‘Relevant Offence’ means

1. An offence under the Local Government (Miscellaneous Provisions) Act 1982 Schedule 3.

2. A sexual offence, being an offence listed in Part 2 of Schedule 15 to the Criminal Justice Act 2003, other than the offence mentioned in paragraph 95

(an offence under section 4 of the Sexual Offences Act 1967 (procuring others to commit homosexual acts));

3. Every Sexual Entertainment Venue Licence granted, renewed or transferred by the Council shall be presumed to have been so granted, renewed or transferred subject to the standard conditions contained in the schedule unless they have been expressly excluded or varied by the Council.

Schedule

A. Only Permitted Relevant Entertainment is authorised under this licence.

B. Permitted relevant entertainment may only take place on those parts of the premises as are identified on the plan annexed to the licence.

C. Relevant entertainment shall not occur in private rooms, cubicles or other enclosed areas. For these purposes a room, cubicle or other area is private unless it is completely open on one side so that activities within may be supervised from the exterior.

D. The Council shall be provided with a Code of Conduct for Performers and Rules to be observed by members of the audience.

E. The Code and Rules referred to in Condition D above shall be brought to the attention of all performers and members of the audience and reasonable measures shall be taken to ensure that they are complied with.

F. 1. At no time during the performance may there be any physical contact between a performer and a customer. Prior to the performance or at the completion of the performance there may be hand-to-hand payment for the performance.

2. At no time except during the performance may a performer or employee be unclothed. Immediately following the performance, the performer must dress, so that (for example) the performer may not be unclothed when seeking payment for a performance.

3. No performer or employee may at any time (and whether or not performing):

- a. sit or lie on the lap or any other part of any customer;
- b. kiss, stroke, fondle, caress or embrace any customer;
- c. engage in any other contact of a sexual nature with any customer.

4. In these conditions:

- a. "customer" means any person visiting the premises other than employees or performers, whether or not they have paid for or intend to pay for services provided;
- b. "employee" means any person working at the venue whether under a contract of employment or some other contract;

c. "unclothed" means when breasts and/or genitals and/or anus are fully or partially uncovered.

d. "other contact of a sexual nature" means contact which must reasonably be assumed to be provided solely or principally for the purpose of sexually stimulating the customer.

G. As soon as is reasonably practicable, and in any event within seven days, the

Council shall be notified of any material change in the management structure, where a material change means one which is at variance with the information provided in the most recent application for a license, or its renewal or variation as the case may be;

H. No person shall be employed or shall perform at the premises who has unspent convictions for any Relevant Offence;

I. Copies of the license and the conditions applicable to it shall be displayed on the premises in a place where it is likely to be seen by every member of the audience;

J. The licensee shall retain control over all parts of the licensed premises when used for Relevant Entertainment;

K. Customers shall be made aware of any charge for admission to the premises, and of any further charges that may be levied in connection with the provision of Relevant Entertainment, before being admitted to the premises;

L. There shall be no display either upon or outside of the licensed premises (in such a way that it is visible on the exterior) of photographs or other images which indicate or suggest that Relevant Entertainment is provided upon the premises, with the exception of any registered trade mark, trading name or trading symbol that has been provided to the Council in connection with the most recent application for licence, its renewal or variation as the case may be;

M. The licensee shall ensure that no area where Relevant Entertainment may take place can be viewed from outside the licensed premises at any time;

N. The licensed premises shall be sufficiently illuminated to ensure that usable CCTV images can be captured;

O.1. Performers shall not be permitted to share the following facilities with any customers and suitable separate provision must be made;

- (i) water closet;
- (ii) washing facilities;

2. Performers and customers shall not be permitted to share any smoking area

3. No customers shall be permitted to enter any changing area used by Performers

P. All external doors affording access to the licensed premises shall be fitted with a device to provide for their automatic closure and such device shall be maintained in good working order;

Q. The availability of relevant entertainment shall not be marketed or advertised in any of the following ways:-

- (a) by means of personal solicitation in the locality of the licensed premises;
- (b) by means of leafleting in the locality;
- (c) by means of externally displayed advertisement (such as on billboards) in any part of the Council's administrative area

R. The following shall be made available without charge to performers and the Audience:

Literature and contact names and telephone numbers of organisations that provide advice and counselling on matters relating to:-

- (i) sexual problems;
- (ii) family planning;
- (iii) sexually transmitted diseases
- (iv) rape and sexual assault.

S. (i) No telephone number, residential address, email address or other information that may facilitate further contact between performers and members of the Audience is passed from audience to performer, or vice versa; and

(ii) This prohibition shall be brought to the attention of all members of the Audience

T. (i) Performers may perform only in accordance with written contracts, which define their rights and obligations, including terms as to the nature of their performance and payment. No deduction shall be made from such payment unless permitted by the contract, and no deduction by way of penalty shall be permitted;

(ii) No relevant entertainment shall be provided by any performer unless sufficient checks have been made of documents evidencing the performer's age, identity and right to work in the United Kingdom;

(iii) Copies of all documents referred to in (i) and (ii) above shall be retained for not less than 12 months after the last provision of Relevant Entertainment by the said Performer and shall be produced to an authorised officer of the Council or a Constable upon request at any reasonable time.

U. The licensee shall exercise all due diligence and take all reasonable steps to ensure that the terms and conditions imposed on the licence are observed and complied with at all times.

V. CCTV.

CCTV shall be in use at the premises.

(i) Where a CCTV system is to be installed, extended or replaced, it shall be to an appropriate standard as agreed with the Licensing Authority in consultation with the Police. Where a CCTV system is to be installed it shall be fully operational by commencement of the licence.

(ii) The CCTV equipment shall be maintained in good working order and continually record when licensable activity takes place.

(iii) The premises licence holder shall ensure images from the CCTV are retained for a period of 31 days. This image retention period may be reviewed as appropriate by the Licensing Authority

(iv) The correct time and date will be generated onto both the recording and the real time image screen.

(v) If the CCTV equipment (Including any mobile units in use at the premises) breaks down the Premises Licence Holder shall ensure the designated premises supervisor, or in his/her absence other responsible person, verbally informs the Licensing Authority and the Police as soon as is reasonably practicable. This information shall be contemporaneously recorded in the incident report register and shall include the time, date and means this was done and to whom the information was reported. Equipment failures shall be repaired or replaced as soon as is reasonably practicable and without undue delay. The Licensing Authority and the Police shall be informed when faults are rectified.

(vi) The premises Licence holder shall ensure that there are trained members of staff available during licensable hours to be able to reproduce and download CCTV images into a removable format at the request of an authorised officer of the Licensing Authority or a constable.

(vii) There shall be clear signage indicating that CCTV equipment is in use and recording at the premises during all trading hours

(viii) If relevant entertainment is specifically provided for an audience of one (for example what is sometimes referred to as a private dance) the camera must be positioned and operated so as to ensure that both parties are clearly identifiable from the captured images.

(ix) All monitors shall be positioned so that customers may not observe images.

W. Relevant entertainment shall not include any word, action or imagery that endorses or depicts, or might reasonably be taken as endorsing or depicting, or be promoted as including, any conduct which, if taking place in reality, would amount to a criminal offence; for the avoidance of doubt this imposes a prohibition on any performer being clothed in a school uniform or otherwise attired or presented as being a school student or a child or being promoted as such in any media.

Standard Conditions for Sex Shops and Sex Cinemas

Save where they have been expressly excluded or varied, as particularised in paragraph 1 of this schedule, the licence is granted subject to the terms, conditions and restrictions prescribed by the Authority in regulation (Standard Conditions applying to sex shops and sex cinemas) and also to any additional terms, conditions and restrictions set out in paragraph 2 of this schedule..

SCHEDULE

1 A copy of this licence together with a copy of the conditions shall be exhibited.

STANDARD CONDITIONS APPLICABLE TO LICENCES FOR SEX SHOPS AND CINEMAS

In these Conditions the following expressions shall have the following meanings:

(i) 'The Council' - The City Council of Bristol.

(ii) 'Sex Establishment', 'sex cinema', 'sex shop', and 'sex article', shall have the meanings given them in Schedule 3 to the Local Government (Miscellaneous Provisions) Act 1982.

(iii) 'Premises' any vehicle, vessel, stall or premises (which shall include any building, any part thereof, forecourt, yard or storage place in connection with any building) which is the subject of a licence granted under Schedule 3 aforesaid.

(iv) 'Special Conditions' any terms, conditions or restrictions contained or referred to in the Schedule to a licence granted under Schedule 3 aforesaid.

1 A sex shop or sex cinema shall not be open to the public before 9 a.m. and shall not be kept open after 8.00 p.m.

2 The licensee shall ensure that the public are not admitted to any part or parts of the premises which have not been licensed by the Council.

3 No part of the premises shall be used by male or female prostitutes for the purposes of soliciting.

4 The licensee shall notify the Council in writing of the person responsible for management of a sex shop or sex cinema at any time and no person may be responsible for such management unless he is approved by the Council.

5 The name of the person responsible for management of a sex shop or sex cinema shall be prominently displayed on the premises throughout the time of his management.

6 Where the licensee is a body corporate or an unincorporated body any change of director, company secretary or other person responsible for management of the body shall be notified to the Licensing Authority in writing within 14 days of the change.

7 The licensee shall not let, licence or otherwise dispose of any part of the premises.

8 Any displays must be arranged in such a way that the interior of the premises, other than the window display itself, is not visible from the exterior.

Wording shall not be used in any window display or on the exterior of the premises that could be considered as stimulating or encouraging sexual activity, or acts of force or restraint associated with sexual activity.

No article or material shall be displayed on the premises so as to be visible from outside of the premises that are for use in connection with, or for the purpose of stimulating sexual activity, acts of force or restraint associated with sexual activity, genital organs, urinary or excretory functions.

A maximum of three mannequins may be used in any window display for the purpose of displaying such clothing as lingerie, nightwear, fancy dress, etc. Such displays shall not include any clothing or item which could be considered to be for use in connection with, or for purpose of acts of force or restraint. Where mannequins are used they shall not be posed in such a fashion as to suggest sexual activity or acts of force or restraint.

If the Council notifies the licensee in writing of the unsuitability of any poster, photograph, sketch, painting, image or any form or display visible to members of the public who are not on the premises, then the item shall be removed or obscured from the sight of members of the public not on the premises

9 Neither the licensee nor his servant or agent shall personally solicit custom for a sex establishment outside or in the vicinity of a sex shop or sex cinema.

10 There shall be no change of use from a sex cinema to a sex shop or from a sex shop to a sex cinema without written consent from the Council.

11 No sex articles or other things intended for the use in connection with, or for the purpose of stimulating or encouraging sexual activity or acts of force or restraint which are associated with sexual activity shall be displayed, sold, hired, exchanged, loaned or demonstrated in a sex cinema.

12 All sex articles and other things displayed for sale, hire, exchange or loan in a sex shop shall be clearly marked with their prices.

13 All printed matter offered for sale, hire, exchange, or loan shall be available for inspection prior to purchase.

14 Alterations or additions either internal or external shall not be made to the licensed premises without written consent from the Council.

15 The licensee shall take all reasonable precautions for the safety of the public and employees.

16 In the event of any inconsistency between these conditions and any special conditions of the licence the special conditions shall prevail.

17 Where in these Conditions reference is made to 'approval' or 'consent' by the Council this shall be approval or consent in writing from the Licensing Authority and no approval given under any other powers of the Council will be sufficient, e.g. planning permission approval under building regulations, and approval given under any other powers exercised by the Council shall not preclude the necessity for approval or consent in writing under these Conditions.