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To: Councillor Forsyth; and Councillors Boulton, Corall, Grant, Len Ironside CBE, Kiddie and Malone

Town House,
ABERDEEN 12 August 2014

LICENSING URGENT BUSINESS SUB COMMITTEE

The Members of the **LICENSING URGENT BUSINESS SUB COMMITTEE** are requested to meet in on **THURSDAY, 21 AUGUST 2014 at 2.00 pm.**

JANE G. MACEACHRAN
HEAD OF LEGAL AND DEMOCRATIC SERVICES

B U S I N E S S

- 1 Determination of Urgent Business
- 2 Application for a Temporary Public Entertainment Licence - Friends of Anchor
(Pages 1 - 14)

Website Address: www.aberdeencity.gov.uk

Should you require any further information about this agenda, please contact Mark Masson, tel. (52)2989 or email mmasson@aberdeencity.gov.uk

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**CIVIC GOVERNMENT (SCOTLAND) ACT 1982
APPLICATION FOR GRANT / RENEWAL OF LICENCE
FOR PUBLIC ENTERTAINMENT**

Applicant's Details - COMPLETE EITHER QUESTION 1 OR 2 AND ALL OTHER QUESTIONS.			
Q1 To be completed if applicant is an individual			
a. Full name	<u>Surname</u> (including any maiden name) [REDACTED]	<u>Forename(s)</u> [REDACTED]	
b. Home address	[REDACTED]		
c. Telephone No.	<u>Home</u>	<u>Mobile</u>	Postcode:
d. E-mail address	[REDACTED]		
e. Age, date & place of birth	Age	Date of Birth	Place of Birth
f. Are you self employed?	Yes <input type="checkbox"/> No <input type="checkbox"/> If no give name & address of employer Name: Address: Postcode:		
g. Are you to carry out day-to-day management of the business?	Yes <input type="checkbox"/> No <input type="checkbox"/> If not give full name, home address and date of birth of the manager. Name: Address: Date of Birth:		
Q2. To be completed if applicant is a Company or Partnership			
a. Full name of Company/Partnership	Company <input type="checkbox"/> or Partnership <input type="checkbox"/> Name: FRIENDS OF ANCHOR		
b. Address of Principal or Registered Office	C/O BALMORAL GROUP, BALMORAL PARK, LOIRSTON, ABERDEEN Postcode: AB12 3G4		
c. Telephone No.	[REDACTED]		
d. E-mail address	[REDACTED]		

RECEIVED

08 AUG 2014

fmc

e. Full names, home addresses and dates and place of birth of all directors or partners (continue on separate sheet if necessary)			
Name	Address	Date of Birth	Place of Birth
f. Full name, home address and date and place of birth of employee or agent who is to carry out day-to day management			
Name	Address	Date of Birth	Place of Birth
SARAH-JANE HOGG	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
Q3. Has any party named in Q1 or Q2 above been convicted of any crime or offence (including any spent convictions as defined in the Rehabilitation of Offenders Act 1974)?	Enter Yes or No Only Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Q4. Have you had an application for a similar licence refused in the last year?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes please give date:		
Q5. Licence Details			
a. Type of licence applied for	GRANT <input type="checkbox"/>	RENEWAL <input type="checkbox"/>	TEMPORARY <input checked="" type="checkbox"/>
b. If renewal, state expiry date of current licence	Expiry Date:		
Q6. Premises Details			
a. Name and address of premise(s) to be licensed	Name: HIGHLANDS GAMES FIELD Address: HAZLEHEAD PARK, ABERDEEN Postcode: AB15 8BJ		
b. Telephone No. of premises			
c. State the kind(s) of public entertainment or recreation. Tick all that apply	Bonfires <input type="checkbox"/> Bowling alleys <input type="checkbox"/> Bungee-Jumping Sites <input checked="" type="checkbox"/> Church Halls <input type="checkbox"/> Community Centres <input type="checkbox"/> Concert Halls <input type="checkbox"/> Dance halls <input type="checkbox"/> Discotheques <input type="checkbox"/> Dry Ski Centres <input type="checkbox"/> Fairgrounds <input checked="" type="checkbox"/> Fetes with Tented Accommodation <input type="checkbox"/>		

	Firework Displays <input type="checkbox"/> Halls used for Voluntary Organisations <input type="checkbox"/> Ice Rinks <input type="checkbox"/> Motorbike Stunt Shows <input type="checkbox"/> Pop Concerts <input type="checkbox"/> Live Band performances <input type="checkbox"/> Variety Shows <input type="checkbox"/> Musical Shows <input type="checkbox"/> Raves <input type="checkbox"/> Musical Festivals <input type="checkbox"/> Paint Ball Games <input type="checkbox"/> Laser Displays <input type="checkbox"/> Laser Games <input type="checkbox"/> Health and Fitness including Gyms <input type="checkbox"/> Public Halls <input type="checkbox"/> Roller Skating Rinks <input type="checkbox"/> Schools and other Educational Establishments or parts thereof within which the number of members of the public admitted to or taking part in any single event or activity at any one time exceeds 60 <input type="checkbox"/> Skateboarding <input type="checkbox"/> Sports Centres <input type="checkbox"/> Swimming Pools <input type="checkbox"/> Vehicle Stunt Shows <input type="checkbox"/>	
d State days and hours of trading for which the licence is required	Days <u>2</u>	Times <u>1pm - 6pm</u>
e. State the maximum number of persons to be admitted to the premises at any time.	<u>23 and 24 August 2014</u>	
f. Please provide the name and contact details of an individual with whom an inspection of the premises can be arranged.	<u>SARAH-JANE HOGG</u> <u>[REDACTED]</u>	
Check List		
I have enclosed		
a) a copy of the Third Party Public Liability Insurance <input checked="" type="checkbox"/>		
b) the appropriate fee <input checked="" type="checkbox"/>		
Q7.		
(A) I/we declare that I/we shall, for a period of 21 days commencing with the date of submission of this application, display at or near the premises mentioned at Q5, so that it can conveniently be read by the public, a notice complying with the requirements of Paragraph 2(2) of Schedule 1 of the Civic Government (Scotland) Act 1982. A form that may be used for this purpose is attached.		


OR

(B) I/we declare that I am / we are unable to display a notice of this application at or near the premises because I/we have no rights of access or other rights enabling me/us to do so.

(C) I declare that the particulars given by me on this form are correct to the best of my knowledge and belief.

Delete (A) or (B) as appropriate. Where declaration (a) is made, there must be produced in due course, a Certificate of Compliance with paragraph 2(2) of Schedule 1 to the Civic Government (Scotland) Act 1982.

Date: 07/08/14

Signature of applicant or agent: 

Print Name SARAH-JANE HOGG

Agent's address: 

Position of applicant in company/partnership if not otherwise stated:

PR & FUNDRAISING MANAGER

5 1/2

Date received:

7/8/14

Amount Paid:

£81

Receipt Number:

0316 08 53

NB. Any person who in connection with the making of this application makes any statement that he/she knows to be false or recklessly makes any statement that is false in a material particular may be guilty of an offence.

When completed, this form should be returned to the Office of City Solicitor, Aberdeen City Council, Ground Floor, Town House, Aberdeen, AB10 1AQ along with the appropriate fee. Cheques should be made payable to "Aberdeen City Council". For assistance in completing the form, please telephone Licensing on (01224) 522377.

DATA PROTECTION ACT 1998

Aberdeen City Council (the Data Controller) will process the information on this form for the purpose of granting or refusing this application. The information will be disclosed to Grampian Police and Grampian Fire & Rescue Service. It may also be circulated to other Council departments where appropriate and to any other relevant body. It may also be intimated to the H M Revenue and Customs. The information will also be published as part of the Licensing Committee Agenda and Minutes and held on a public register all of which will be available to members of the public on request.

Schedule of cover

This schedule forms part of your policy and should be read together with your policy booklet. If you have any queries please contact Aon UK Limited immediately.

Your policy is underwritten by Allianz Insurance plc. Allianz Insurance plc operate within the jurisdiction of English Law and is a UK based Insurer. Their head office address is as follows:

Allianz Insurance plc, 57 Ladymead, Guildford, Surrey, GU1 1DB

General details

Policyholders name Friends of ANCHOR **Policy number** VC/C/000602

Correspondence address Balmoral Park
Loirston
Aberdeen
Aberdeenshire
AB12 3GY

Risk address (es) See attached schedule of risk address(es) for details

Declared activities

Section One - Declared Activities Low key non hazardous fundraising activities only Low key exercises. Seated relaxation classes. Hand, head and neck massage. Manicures. Reflexology

Date of issue of schedule 04 August 2014

Premium details and effective dates of cover

Period of insurance	From	12 December 2013	Annual premium	£ 150.81
	To	12 December 2014	Insurance premium tax	£ 9.05
Renewal date		12 December 2014	Total amount due	£ 159.86

Basis of cover

Number of registered voluntary workers and committee members who are not employees	15
Number of paid employees including committee members who are employees	2
Wageroll of clerical employees	£0.00
Wageroll of manual employees	£0.00
Wageroll of workaway employees	£0.00
Number of domiciliary assistants full time	Nil
Number of domiciliary assistants part time	Nil
Wageroll of domiciliary assistants	Nil
Number of handy persons - full time	Nil
Number of handy persons - part time	Nil
Number of home security persons - full time	Nil
Number of carpenters	Nil

Shop mobility	Nil
Bouncy castles	Nil
Special event	Nil
Risk address	Balmoral Park Loirston Aberdeenshire AB12 3GY
Is risk address of standard construction	No Non-Standard
Any other occupants of the building	As per proposal form
Do you have an alarm	As per proposal form
Is the premises in a potential flood risk area	As per proposal form
Have the premises and neighbours been free from subsidence or heave	As per proposal form
Is property kept in a basement or sub-basement	As per proposal form
Is property kept in detached buildings or outbuildings	As per proposal form

Losses and claims

None

Basis of cover

Declaration

To the best of your knowledge no partners, principals or directors have

Been subject to any County Court Judgements

Had any insurer decline or refuse to renew insurance or imposed special terms for acceptance

Been convicted/ charged/ cautioned in respect of any criminal offence

Been declared bankrupt or disqualified from being a company director or involved in any company that went into receivership or liquidation

Except as specified below

None

Allianz Insurance plc. Registered in England number 84638 Registered office. 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom.

Allianz Insurance plc is a member of the Association of British Insurers. Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 121849.

www.allianz.co.uk

Policy Excesses

Policy excesses are stated below and are only applicable if:-

- 1 The relevant section is operational
- 2 There is no endorsement overriding the excess stated

Employers Liability		Nil
Public Liability		Nil
Personal Accident		Nil
Contents	NACOSS approved alarm, contents sum insured less than £5000	£50
	NACOSS approved alarm, contents sum insured greater than £5000	£100
	Computers	£250
	Without NACOSS approved alarm	£250
All Risks	Loss involving Theft or Malicious Damage (excluding mobile phones)	£250
	Any other loss (excluding mobile phones)	£100
	Loss involving Theft or Malicious Damage to mobile phone	£50.00
	Any other loss to mobile phone	£25.00
Buildings		£150
	Subsidence	£1,000
Glass and Sanitary Ware		£150
Money		Nil
Fidelity Guarantee		Nil
No Claims Bonus Protection		Nil
Legal Expenses		10%

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Section (1a) standard cover

(a)	Public and Products Liability	Limit of Indemnity	£5,000,000	
(b)	Personal accident	16 to 75 yrs old	14 or 15yrs old	12, 13 or over 75yrs old
	Death, Loss of Limb, Loss of Sight, Permanent Total Disablement and Continental Scale	£10,000	£10,000	£3,500
	Temporary Total Disablement weekly benefit payable for 104 weeks	£100 per week	£50 per week	£35 per week
	Temporary Partial Disablement weekly benefit payable for 26 weeks	£50 per week	£20 per week	Nil
(c)	Loss of money			
	Non-Negotiable Money	£100,000		
	In locked safe on the Premises	£1,000		
	On the Premises out of Business Hours not in a locked safe	£250		
	In private dwelling of committee members, Employees and Volunteers	£350		
	Pension Monies collected by Employees and Volunteers	£250		
	In Transit, on the Premises during Business Hours, or in a bank night safe increasing to £4,000 on a maximum of 2 occasions annually	£2,500		
	Personal Accident (Assault) Benefits as follows			
	Death, Loss of Limb, Loss of Sight, Permanent Total Disablement	£15,000		
	Temporary Total Disablement weekly benefit payable for 104 weeks	£100 per week		
	Temporary Partial Disablement weekly benefit payable for 104 weeks	£25 per week		
	Cost of cleaning, repairing or replacing damaged clothing or personal effects (per person)	£250		
(d)	Employer's Liability	Limit of Indemnity	£10,000,000	
(e)	Legal expenses	Limit of Indemnity	£25,000 (any one event)	

Section (1b) Optional covers

(a)	Additional personal accident		Not Required
(b)	No claims bonus protection	Number of persons	Not Required
(c)	Personal Liability and personal accident for additional attendees		Not Required
(d)	Public Liability for other users of premises		Not Required
(e)	Money in meters		Not Required
(f)	Fidelity guarantee		Not Required
		Number of employees	
		Full time	Not Required
		Part time	Not Required
(g)	Additional legal expenses		Not Required

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Schedule of risk address(es)

Balmoral Park
Loirston
Aberdeenshire
AB12 3GY

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Section (2) optional covers

Risk address	Balmoral Park Loirston Aberdeenshire AB12 3GY		
(a) Contents		(1) Total contents (2) Computers (3) Freezer contents (4) In home of workers	Not Required Not Required Not Required Not Required
(b) All risks			
(c) Damage to buildings		Subsidence	Not Included Not Required Not Included
(d) Loss of rent			Not Required
(e) Glass and sanitary ware			Not Required
(f) Increase in cost of working			Not Required

Section (3) retail shop option

Risk address	Balmoral Park Loirston Aberdeenshire AB12 3GY		
(a) Shop contents			Not Required
(b) Shop buildings			Not Required
(c) Good in transit			Not Required
(d) Loss of profits			Not Required

Warranties and endorsements

Refer to policy wording

Radioactive Contamination – Amendment to General Exclusion 1

General Exclusion 1 Radioactive Contamination of the Charity Assured Choice or Essentials policy wording is deleted and replaced with the following:

1. Radioactive Contamination

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

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- c. any weapon or other device utilizing radioactive material and/or matter and/or ionising radiation and/or atomic or nuclear fission and/or fusion or other like reaction
- d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter

Exclusions a and b do not apply to Section 1 A (d) - Employers Liability other than in respect of

- i. the liability of any principal
- ii. liability assumed by the Insured under a contract or agreement which would not have attached in the absence of such contract or agreement.

Exclusions c and d do not apply to Section 1 A (d) -Employers Liability, Section 1 A (a) - Public and Products Liability and Section 1 A (b) – Personal Accident.

Manslaughter Defence Costs - Employers Liability

Section (1 A) (d) Employers Liability is extended as follows:

The Insurer will indemnify the Insured in respect of

- A. legal costs and expenses incurred with the prior written consent of the Insurer and
- B. costs of the prosecution awarded against the Insured

in connection with the defence of any criminal proceedings including appeals against judgement arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or Isle of Man in respect of any fatal injury sustained and caused during the Period of Insurance in connection with the Business and which may be the subject of indemnity under this Section

Provided that

- 1. the maximum amount payable under this extension shall not exceed £5,000,000 during any one Period of Insurance
- 2. all amounts payable under this extension will form part of and are not in addition to the Limit of Indemnity under this Section as stated in the Schedule
- 3. where the Insurer has already indemnified the Insured in respect of legal costs and expenses incurred in connection with the defence of any criminal proceedings including appeals against judgement arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which gave rise to said proceedings under another Section of the Policy the amount paid under that Section shall contribute to the maximum amount payable under this extension
- 4. the Insurer agrees details of the specific solicitor or counsel who are to act on behalf of the Insured prior to their appointment

the Insurer will not pay for

- A. any fines or penalties imposed on the Insured or the cost of implementing any remedial order or publicity order
- B. legal costs and expenses in connection with an appeal unless solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against the Insured at all times throughout the appeals process. Any change to such prospect of success during the appeals process may result in cover being removed
- C. costs and expenses provided by another source or any other insurance or where but for the existence of this extension would have been provided by such source or insurance
- D. costs and expenses in connection with the defence of any criminal proceedings relating to an alleged breach brought in any country other than Great Britain Northern Ireland the Channel Islands and the Isle of Man

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- E. costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by
- i. the Insured
 - ii. any partner or director of the Insured
 - iii. any Employee

Manslaughter Defence Costs - Public and Products Liability

Section (1 A) (a) Public and Products Liability is extended as follows:

The Insurer will indemnify the Insured in respect of

- A. legal costs and expenses incurred with the prior written consent of the Insurer and
- B. costs of the prosecution awarded against the Insured

in connection with the defence of any criminal proceedings including appeals against judgement arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or Isle of Man in respect of any fatal injury occurring during the Period of Insurance in connection with the Business and which may be the subject of indemnity under this Section

Provided that

1. the maximum amount payable under this extension shall not exceed £5,000,000 during any one Period of Insurance or the Limit of Indemnity under this Section as stated in the Schedule whichever is the lesser
2. all amounts payable under this extension will form part of and are not in addition to the Limit of Indemnity under this Section as stated in the Schedule
3. where the Insurer has already indemnified the Insured in respect of legal costs and expenses incurred in connection with the defence of any criminal proceedings including appeals against judgement arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which gave rise to said proceedings under another Section of the Policy the amount paid under that Section shall contribute to the maximum amount payable under this extension
4. the Insurer agrees details of the specific solicitor or counsel who are to act on behalf of the Insured prior to their appointment

the Insurer will not pay for

- A. any fines or penalties imposed on the Insured or the cost of implementing any remedial order or publicity order
- B. legal costs and expenses in connection with an appeal unless solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against the Insured at all times throughout the appeals process. Any change to such prospect of success during the appeals process may result in cover being removed
- C. costs and expenses provided by another source or any other insurance or where but for the existence of this extension would have been provided by such source or insurance
- D. costs and expenses in connection with the defence of any criminal proceedings relating to an alleged breach brought in any country other than Great Britain Northern Ireland the Channel Islands and the Isle of Man
- E. costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by
 - i. the Insured
 - ii. any partner or director of the Insured
 - iii. any Employee

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Section 1(A)(e) Legal Expenses Section

Within Section (1A)(e) Legal Expenses and Section (1B)(g) Additional Legal Expenses for Employment Disputes of the Policy, the cover provided is amended in accordance with the following.

This endorsement extension will be incorporated under master policy reference 35295, 36125, 36126 and 36291.

Costs

The **Costs** definition is amended to read:

Costs

The maximum amount **the Insurer** will pay under this **Section**, for Events shown as operative on the **Policy Schedule** is:

- 1 £100,000 Any One Claim
- 2 Under Events 1 and 2 of Section (1A)(e) and under Section (1B)(g) **the Insurer** will not provide cover for 10% of all costs which **the Insured** cannot recover from anywhere else at the end of the claim.

("the Limit of Indemnity")

The above amounts are all inclusive of legal Costs.

Additional Service

The following service is added to Section (1A)(e) and Section (1B)(g).

Allianz Legal Online

As part of the Legal Expenses facility **the Insured** has access to extensive on line Business support via Allianz Legal Online. This facility provides tools and services that will help **the Insured** to produce legal paperwork in connection with **the Insured's** Business, for example, bespoke contracts of employment. In addition it provides **the Insured** with up to date guidance and advice on many legal issues, such as, employment legal procedures, managing **the Insured's Business** and debt recovery. The legal paperwork and guidance will always be in accordance with the laws of Great Britain and Northern Ireland.

The Insured can access Allianz Legal Online at: www.allianzlegal.co.uk. A registration code, shown below, is required to enter the web site.

Registration Code: **ALP482H141J**

Click on the "register now" box and enter the Registration Code.

Access to Allianz Legal Online website www.allianzlegal.co.uk providing support in producing legal paperwork.

If you have any problems relating to Allianz Legal Online please contact the Allianz Legal Online customer services team on 0845 644 8966 or e-mail them at support@allianzlegal.co.uk.

Allianz Legal Online is provided by Epoq Legal Ltd of Middlesex House, 29-45 High Street, Edgware, Middlesex HA8 7UU.

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