

**Potential Conditions for O'Donnell Moonshine, Unit 5, Hanningtons Lane – 14th
September 2021**

General:

1. Authorised staff employed by Sussex Police shall have free access to all parts of the licensed premises at all times licensable activity is taking place or when open to members of the public, for the purpose of inspection to ensure compliance with the terms and conditions of the premises licence and to ensure the promotion of the licensing objectives.
2. The only type of alcohol for sale under this time limited premises licence will be the O'Donnell Moonshine branded spirit/liqueur and/or mixed drinks containing this branded spirit.
3. No alcohol with an ABV above 50% will be sold at the premises.
4. All alcohol will be displayed/stored in full sight of the serving counter.
5. Off sales will only be in sealed containers.
6. There will be a written crime prevention document in place and a copy retained at the premises at all times.
7. There will be no deliveries of alcohol under this premises licence.

For the Prevention of Crime and Disorder:

8.
 - (a) Digital CCTV and appropriate recording equipment to be installed in accordance with Home Office Guidelines relating to UK Police Requirements for Digital CCTV System (PSDB Publication Number 09/05), operated and maintained throughout the premises internally and externally to cover the entrance to the premises and any areas where alcohol is stored. The system shall be on and recording at all times the premises licence is in operation.
 - (b) The CCTV cameras and recording equipment must be of sufficient quality to work in all lighting levels inside the premises at all times.
 - (c) CCTV footage will be stored for a minimum of 31 days
 - (d) The management will give full and immediate cooperation and technical assistance to the Police in the event that CCTV footage is required for the prevention and detection of suspected or alleged crime.
 - (e) The CCTV images will record and display dates and times, and these times will be checked regularly to ensure their accuracy.
 - (f) Subject to GDPR guidance and legislation, the management of the premises will ensure that key staff are fully trained in the operation of the CCTV, and will be able to download selected footage onto a disk (or other electronic portable

device acceptable to Sussex Police e.g. USB) for the police without difficulty or delay and without charge to Sussex Police.

(g) Any breakdown or system failure will be notified to the police immediately & remedied as soon as practicable.

(h) In the event of the CCTV system hard drive being seized as evidence as part of a criminal investigation by Sussex Police or for any other reason, the premises will be expected to install a replacement hard drive or a temporary replacement drive as soon as practicable.

Additional conditions as stated in original application or agreed with another Agency

For Public Safety:

9.

(a) An incident log will be maintained by the premises showing a detailed note of incidents that occur in the premises. The log will be inspected and signed off by the DPS (or a person with delegated authority) at intervals of no more than four (4) weeks.

(b) The log book should be kept on the premises and be available for inspection at all times the premises are open by authorised officers of the Licensing Authority or the police. An incident will be defined as being one which involves an allegation of a criminal offence.

(c) Feedback shall be given to staff to ensure these are used on each occasion that a refusal or incident occurs at the premises.

(d) Any refusals made for alcohol service e.g. underage, will also be recorded (either in electronic or written form) and feedback given to staff as relevant. The log will be kept for a minimum of twenty four (24) months.

Additional conditions as stated in original application or agreed with another Agency

For the Prevention of Public Nuisance:

Conditions as stated in original application or agreed with Environmental Protection

For The Protection of Children from Harm:

10. No children under 18 will be allowed on the premises unless accompanied by an adult over the age of 18.

11.

(a) The Premises Licence Holder shall ensure that all staff members engaged or to be engaged, in selling alcohol at the premises shall receive the following induction training. This training will take place prior to the selling of such products:

*The lawful selling of age restricted products

*Refusing the sale of alcohol to a person who is drunk

*Refusing the sale of alcohol for consumption off the premises to people who may have alcohol dependency issues

(b) Further verbal reinforcement/refresher training covering the above will be carried out thereafter at intervals not to exceed 2 weeks, with the date and time of the verbal reinforcement/refresher training documented.

(c) All such training undertaken by staff members shall be fully documented and recorded. All training records shall be made available to Sussex Police, officers of the local authority and officers from the Trading Standards team upon request.

12. The premises will operate a "Challenge 25" policy whereby any person attempting to buy alcohol who appears to be under 25 will be asked for photographic ID to prove their age. The recommended forms of ID that will be accepted are passports, official Photographic Identity Cards issued by EU states bearing a hologram or ultraviolet feature, driving licences with a photograph, photographic military ID or proof of age cards bearing the 'PASS' mark hologram. The list of recommended forms of ID may be amended or revised with the prior written agreement of Sussex Police, the Licensing Authority and Trading Standards without the need to amend the licence or conditions attaching to it.

13. Signage advertising the 'Challenge 25' policy will be displayed in prominent locations in the premises.

14. A list of staff members who are authorised to sell alcohol on the premises shall be kept. This shall be endorsed by the DPS with the date such authorisation commences.

Additional conditions as stated in original application or agreed with another Agency.

