

**MISSOULA, DURHAM – PREMISES LICENCE REVIEW APPLICATION**

**STATEMENTS FROM DURHAM CONSTABULARY**

**18<sup>th</sup> May 2018**

## Yvonne Raine

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**From:** Chris Southey <  
**Sent:** 18 May 2018 12:17  
**To:** Yvonne Raine  
**Cc:**  
**Subject:** Missoula, Durham  
**Attachments:** missoula- statements of haythornthwaite and stockdale.pdf

Dear Yvonne and Graeme,

I am pleased to attach statements from D.C. Haythornthwaite and Inspector Stockdale, which I should be grateful if you could circulate to the members of the committee and to interested parties. I will provide you with a signed copy of Inspector Stockdale's statement on Monday. Both officers will be in attendance at the review hearing, together with Chief Superintendent Spraggon.

I am grateful to Graeme for forwarding to you, together with the statement of Rob Hawkesworth, the draft Operational Plan, and would ask that members have this to hand by way of cross-reference when reading the statements of the two officers; as Graeme says, there are still a few points at issue between the Constabulary and his clients, but a large measure of agreement has been reached between us. We are of course conscious that any such agreement in no sense fetters the discretion of the Committee, but would hope that this Plan, which is the fruit of the extensive discussions between the parties, will constitute a document which members will either feel able to adopt, or in the alternative to use as a helpful starting-point.

I believe that Graeme may have omitted to attach the correspondence between the two of us; from recollection, I do not think that there is anything in this which would embarrass either of us, and I am happy that he duly circulates it.

I hope that this is of assistance; if there is anything else which you need, please feel free to make contact.

Chris Southey  
Solicitor  
Durham Constabulary

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**DURHAM CONSTABULARY****Witness Statement**

(CJ Act 1967, s.9 MC Act 1980, ss 5A (3)(a) and 5B, MC Rules 1981, r70)

**Statement of:** Dean Haythornthwaite**Age if under 18:** Over 18**Occupation:** Police Officer

This statement (consisting of pages each 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 wilfully stated in it anything which I know to be false or do not believe to be true.

**Signature****Date:** 17th May 2018

1. I am Detective Constable Dean Haythornthwaite of Durham Constabulary; I am currently serving within the Force's Alcohol Harm Reduction Unit. I have worked in this Unit since March 2015.
2. As part of my role, I support local licensing officers from Durham Constabulary and I liaise with the managers of licensed premises in County Durham and Darlington, bringing to their attention any matters of police concern with regard to the consumption of alcohol generally throughout the area and in relation to the specific operation of their own premises. I also conduct frequent unannounced visits to the bars and night-clubs throughout the force area in order to gauge for myself whether they continue to meet the licensing objectives.
3. I am familiar with the premises now trading as "Missoula", which is, together with a number of other licensed bars, located within the Walkergate complex.
4. I am aware from the licensing file held by the Unit that a premises licence for this outlet was initially granted by the sub-committee on 24<sup>th</sup> November 2005, the licence-holders being (then as now) the Stonegate Pub Company Limited.

**Signature**

## DURHAM CONSTABULARY

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Continuation of Statement of: Dean Haythornthwaite

5. The premises traded under the name of "The Slug and Lettuce" until the autumn of 2016, at which time they were rebranded as "Missoula".
6. The premises licence –the terms of which have remained unaltered since its initial grant- stipulates the termination time for the sale of alcohol as 2 a.m. every night, and recites the mandatory conditions, together with a number of further conditions which are consistent with the operating schedule for the premises.
7. The licence is, however, silent as to the management of customers awaiting entry to, and leaving, the premises.
8. After the rebranding of the premises in 2016, it became evident that Stonagate were seeking to attract students to "Missoula" on Wednesday nights; this quickly met with commercial success in the form of near-100% capacity, and a substantial take-up from the university's sports associations.
9. In my experience, the key to securing student custom is to work with the university colleges and sports teams to incentivise their attendance through guaranteed admission or reduced price drinks. This is often, but not exclusively, done through promotions companies.
10. Recourse to promoters does not, however, mean that the operators of the premises abdicate responsibility for their actions; to the contrary, I expect management to exercise due oversight of promoters so as to ensure that they do not over-sell any events and that they conduct themselves with integrity.
11. Shortly after "Missoula" started holding its Wednesday-night events, information was received that "Missoula" was trading beyond its permitted capacity. During subsequent visits by Durham Constabulary and County

Signed

Signature witnessed by:

## DURHAM CONSTABULARY

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Continuation of Statement of: Dean Haythornthwaite

Durham and Darlington Fire Brigade the premises was not found to be over capacity, however it was very busy.

12. On 8<sup>th</sup> February 2017 a meeting took place to discuss the issue of alleged overcrowding with Steve Rucastle, DPS and with representatives of Phoenix Security (which firm has responsibility on behalf of the operators for queue-management and external security of the premises).

13. The terms of this discussion are set out at paragraphs 7-10 of the review application-suffice to say that the discussion included consideration as to effective supervision of queuing customers, and that certain assurances were given to the Force by both the DPS, on behalf of Stonegate, and by representatives of Phoenix.

14. There were no further concerns about queue-management reported to the Force, following this meeting.

15. Following the events of 7<sup>th</sup> February 2018, I have, with other officers, attended a number of meetings with representatives of Stonegate. During these initial meetings I found some practices and procedures were not to the standard I would expect.

- a. I found that that there was no immediate and "real time" contact and communication between the general manager for "Missoula" and door staff.
- b. There did not appear to be a clear and adequate reporting process for potential dangers identified by staff.
- c. The management at "Missoula" and their door team did not fully understand what security were provided by the Walkergate complex and how to access their support.

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## DURHAM CONSTABULARY

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Continuation of Statement of: Dean Haythornthwaite

d. The lines of communication between "Missoula" and external promoters were not documented or clear.

16. I should be expressly clear that it is not my position, nor place to say, that any of the above concerns were a factor in the tragic events of 7<sup>th</sup> February 2018. This is subject to separate investigation however it was of course following these events that we asked some more probing questions of general practice within the premises.

17. The meetings with "Missoula" are described in more detail by Inspector Stockdale in her statement, and I would simply emphasise for my part that the Constabulary have spent significant time in review of the company's procedures and policies, and have made very clear to management that there are certain changes which they might usefully implement with a view to effective control of these customers waiting to gain entry.

18. I would ask the sub-committee to note that, as a result of these meetings, the Constabulary are now content to relax its previous stated opposition to the use of promoters, and is content that the operators have such recourse, subject always to the notification and consultation which is expressed at the end of the draft Operating Schedule.

19. Inevitably in circumstances of continuing dialogue, there are some issues which have come to light only very recently, and which require resolution. The company have latterly insisted that the provisions of the Schedule should only be treated as licensing conditions, and as such directly enforceable by this licensing authority, with regard to the conduct of the premises on Wednesday nights during university terms.

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Signature witnessed by:

## DURHAM CONSTABULARY

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Continuation of Statement of: Dean Haythornthwaite

20. Whilst we have on our side accepted that those parts of the Schedule which refer to Walkergate security and to the express responsibilities of SIA staff are not to be laid at the door of the operators, I would emphasise that it has at no time been the stance of the Constabulary to confine the revision of the Schedule to certain Wednesday nights.
21. The entire course of our negotiations with Stonegate has, to the contrary, proceeded on the basis that the proposals which we were making, and which the firm seemed very willing to implement, were to have effect throughout the week. This very much remains our view, and I am at something of a loss to understand why the company has changed its stance so late in the day.
22. On balance, I nonetheless feel that the discussions between the Force and Stonegate have been of benefit, but I would like the firm to accept the need for their accountability to this sub-committee, especially in terms of communication, reporting of incidents and adoption of clear lines of responsibility, whenever "Missoula" is open for business, and not merely over a few Wednesday nights during the year.

Signed:

Signature witnessed by:

**DURHAM CONSTABULARY****Witness Statement**

(CJ Act 1967, s.9 MC Act 1980, ss 5A (3)(a) and 5B, MC Rules 1981, r70)

**Statement of:** Rachel Stockdale

**Age if under 18:** Over 18

**Occupation:** Police Officer

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This statement (consisting of pages each 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 wilfully stated in it anything which I know to be false or do not believe to be true.

**Signature:**

**Date:** May 2018

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1. I am Inspector Rachel Stockdale of Durham Constabulary; I am currently serving within the Force's Strategic Demand Reduction Unit which includes the Alcohol Harm Reduction Unit. I have worked in this Unit since July 2016.
2. One of the responsibilities of my role as the Drug and Alcohol Harm Inspector is to oversee off and on licensed premises, and to ensure that they are running in accordance with the law and the licensing objectives, working closely with the licensing authority and wider responsible authorities.
3. The "Missoula" chain, which is owned by the Stonegate Pub Company, has premises within the Walkergate complex in Durham city centre. I have read the statement of D.C. Haythornthwaite, which sets out the recent history of the premises, together with the current terms of its licence.
4. Following the events of 7<sup>th</sup> February 2018, the premises remained closed for a period of time, opening in stages, and hosting only one student Wednesday night. For the most part, within the short time the premises have been reopened fully, they have been a great deal quieter in relation to their customer base but managed without cause for concern except for one instance.

Signature



## DURHAM CONSTABULARY

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Continuation of Statement of: Rachel Stockdale

5. An incident on 24<sup>th</sup> February saw three 16 year-old girls gain entry to the premises without challenge, walking past door-staff in order to secure access. This incident revealed to me an apparent breakdown in communication at the premises and a lack of leadership.
6. My concerns about this incident were increased by the fact that it arose so soon after 7<sup>th</sup> February, and despite the fact that there was a reinforced presence of senior managers in the vicinity of the premises. The three teenage girls were unchallenged until officers entered the premises to remove them. The premises themselves recorded this as police allowing the youths to enter the pub rather than seeing any issue with their communication and leadership structures.
7. I have, since early February, attended a number of meetings with representatives of Stonegate.
8. During these discussions, I have made clear to the firm their expectations as to certain steps by which its procedures might sensibly be improved. Amongst these have been:-
  - (a) Clear lines of appropriate communication between external door security at Missoula and the DPS
  - (b) Clear lines of appropriate communication between Missoula DPS and wider Walkergate complex staff
  - (c) Clear specification of all matters which require reporting to the DPS for dynamic risk assessment and which by reason of their gravity, following risk assessment, need reporting to senior management and/or to the police or other responsible authorities.
  - (d) Enhanced risk assessment of potential incidents of concern

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Continuation of Statement of: Rachel Stockdale

- (e) Detailed procedures for the management of queues awaiting entry to the premises
  - (f) Detailed procedures for the dispersal of customers at the end of permitted hours
  - (g) Recourse to promoters to be subject to prior notice to, and the agreement of, the Constabulary; similarly with regard to large-scale events, to be defined within the operating schedule on the committee's agreement.
  - (h) Integration of all revised processes within the premises licence itself, thus rendering any breaches liable to sanction by the licensing authority.
9. I was anxious from the outset that the company and the Constabulary should be perfectly open with each other. Initially, this was not altogether easy with occasionally confusing results ,however, with time, a settled group on behalf of both the Force and the company was established, which was able to enter into productive discussions.
10. These resulted in agreement by the company to the majority of the wider proposals by the Responsible Authorities communicated via the police. Integral to the negotiations has been the drafting of an operational plan which, with the exception of certain provisions relating to the express responsibilities of third parties, it has always been the intention of the Constabulary should be incorporated into the premises licence, and to have such effect throughout the week.
11. It has emerged recently, however, that Stonegate would prefer the plan to be given this effect on Wednesday nights alone, and only then during the university year. This came as a surprise to me because this had at no time during our discussions with the firm been their expressed intention.

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## DURHAM CONSTABULARY

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Continuation of Statement of: Rachel Stockdale

12. I accept that the express provisions about queue management should relate to Wednesdays alone, given the occasionally acute pressures of numbers which can arise on these student nights, and which are not characteristic of customer-flow at other times.
13. I am strongly of the view, however, that the remaining content of the plan, in relating to the concerns which I have set out at paragraph 8, reflects issues which are essential for the effective management of these premises, and which accordingly should have effect within the premises licence throughout operating hours every day.
14. I would for this reason ask the sub-committee to consider the incorporation of the plan within the premises licence with effect throughout operating hours, save for those provisions which express the responsibilities of third parties such as Walkergate and SIA-registered staff.
15. In addition, I would request that:-
- (a) The provisions concerning deployment of SIA-registered staff which are specific to Friday and Saturday nights, and
  - (b) The exceptional measures at pages 4 and 8 of the plan, which the parties agree will form part of the licence with regard to Wednesdays during the academic year only,
- are so incorporated for the days expressed in the plan.
16. I would add that the Constabulary sees the provisions of the plan, if agreed by the Committee, as a helpful starting-point for the discussions with bars and clubs throughout the city into which it will be entering in the near future. These will fully take into account the circumstances and style of operation of each

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Signature witnessed by:

# DURHAM CONSTABULARY

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Continuation of Statement of: Rachel Stockdale

premises in assessing whether any additional conditions on their licences may sensibly be applied.

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