The **Operator**

Kingsley Napley

Summer 2012

The Kingsley Napley legal update for the Licensing, Hospitality & Leisure industry

Best of British
Promotion heaven or legal nightmare?

IN THIS ISSUE

Best of British

In this edition of "The Operator" we highlight steps that operators should take to avoid legal pitfalls whilst making the most of the trading optimism that the Summer of 2012 has on offer. We comment on how to go about marketing your business lawfully during the Olympics, your obligations with respect to the installation and maintenance of CCTV on your premises, and developments in Health and Safety and Employment Law. We also remind you as summer starts to sizzle of the looming deadline for the replacement of air conditioning and refrigeration systems.

If you are a corporate or individual operator of a licensed premises (whether a pub, club, restaurant or hotel), then we at Kingsley Napley offer a fully integrated service, advising you on all applicable regulations, and on all commercial issues which you may encounter in running your business. We advise in relation to applications under the Licensing Act 2003, and will represent operators at hearings should applications become contested. We advise on compliance with and investigations in respect of all other relevant legislation, for example relating to Health and Safety at Work, Fire Safety and Environmental Health. In addition, we advise on all aspects of employment law (including on dismissals and discrimination) and on any immigration issues in relation to the hiring and transfer of staff. Finally, should you be buying or selling a business or a property, or seeking investment, we will advise you throughout the process from consideration of your underlying goals to driving and completing the transaction itself, as quickly and efficiently as possible.

With innovative and experienced lawyers, we are known for our ability to present clients with pragmatic and cost-effective legal solutions. For further information please call 020 7814 1200 to speak with a member of the team.

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Hiring and Firing
Are these red-tape measures enough to fuel growth?

Michelle Chance and **Amy Griffiths** consider key developments in Employment Law and comment upon those issues that will impact on your day-to-day business.

The Government has made a big play of its 'Red Tape Challenge' and reform of Employment Laws in particular as a way, so we are told, of encouraging business growth led recruitment. To that end, a raft of changes were introduced on 6 April 2012 to improve the way employers can hire and fire and manage disputes. It remains to be seen if they will in fact have their desired effect, but certainly it makes sense for both managers and employees to be aware of the new provisions.

Qualifying period for unfair dismissal increases from one to two years

An employee who started their job on or after 6 April 2012 cannot now claim unfair dismissal until they have been employed for two years. There is always a danger that employees will try to bring higher value discrimination or whistleblowing claims instead, since there is no qualifying period for these. As well as being higher value with unlimited compensation for actual losses going forward and a separate category of award for "injury to feelings" of up to £30,000, compared with the current statutory cap on unfair dismissal compensation of £72,300, these types of claims are generally regarded as the more "juicy" ones and inevitably attract more unwanted publicity for an employer. However, in theory, the change is designed to help employers retain greater flexibility and protection when dismissing employees. Employees recruited before 6 April 2012 still only need one year's service to claim unfair dismissal so records should always be kept of employees' start dates to establish into which category they fall.

Employment Tribunal reforms

Several changes have been introduced aimed at making the Employment Tribunal's system for employee disputes more cost and time effective from a taxpayer perspective. From now on for example, if a tribunal determines that a party's claim or defence has little reasonable prospect of success, it can order that party to pay a higher deposit of £1,000 and where a party has acted unreasonably or vexatiously, the tribunal has the power to make an order that that party pays the other side's costs up to an increased value of £20,000. Tribunal fees (such as a fee to submit a claim) are also still under consultation. The idea behind these changes is to encourage both claimants and defendants to think more carefully about whether they need or want to go to court. Some say the higher costs are unlikely to prevent claims altogether but they may increase the prospect of negotiated settlements prior to a full-hearing.

Changes to statutory pay and tax limits

On 1 April 2012, the weekly rate of statutory maternity, paternity and adoption pay increased from £128.70 to £135.45. On 6 April 2012, the weekly rate of statutory sick pay increased from £81.60 to £85.85.

Also on 6 April 2012, the income tax personal allowance increased to £8,105 and the threshold at which employees pay the higher income tax rate of 40% reduced to £34,371.

This is likely to be seen as positive news to most, given the current economic climate.

Pensions

From October this year all employers will be required to enrol eligible employees into a qualifying workplace pension scheme, for example, an occupational pension scheme, a workplace personal pension scheme or the National Employment Savings Trust. The date on which an employer must begin auto-enrolling its employees depends on the employer's size. Large employers will become subject to the enrolment duties before small employers. The exact dates will depend on the number of workers in an employer's PAYE scheme on 1 April 2012. Some say this is in fact an additional red-tape burden for employers, rather than a tape-cutting measure. Employee communication will obviously be required around this change in the next few months.

Whilst these changes are mostly designed to benefit employers, efforts have been made to retain key protections for employees. It will be interesting to see if these measures alone help boost recruitment as we have been led to believe from politicians' statements. The macro-economic picture too must surely play a part. Whatever the ultimate outcome, HR departments now need to comply with the new landscape and ensure these changes are described in policy manuals and communicated to employees where necessary as soon as possible.

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Five rings to rule them all

Marketing and the Olympics

Rachel Kapila comments on how operators can reap the benefits of the goodwill associated with the Olympics, while avoiding the threat of legal challenge.

You may have read in the newspapers recently about the abandonment of plans by Jamie Oliver to hold a food and drink festival in Hackney, East London. The "Big Feastival" had been scheduled to take place in Victoria Park in summer this year. However, organisers feared that stalls might breach Olympic branding restrictions and have therefore decided to reschedule the event for September, relocating to Oxfordshire.

This is the latest enterprise to fall foul of confusion surrounding the Olympics marketing legislation. As you may be aware, strict rules have been put in place in advance of the 2012 Games, prohibiting non-sponsor brands from associating themselves with the Games, and restricting trading and advertising activity in the vicinity of Olympic venues.

So what are these rules, and how can you ensure that your business stays on the right side of them?

The law

The Olympic brand has been protected for some time. The Olympic Symbol etc (Protection) Act 1995 ("the 1995 Act") prohibits the unauthorised use of symbols, mottos or logos associated with the Olympics (e.g. the five ring symbol, the Olympic motto and the words "Olympic", Olympiad", "Olympian", etc) in the course of trade, whether or not such use is associated with the 2012 Games.

The London Olympic Games and Paralympic Games Act 2006 ("the 2006 Act") significantly extends the scope of this protection, through the creation of the "London Olympic Association Right" (LOAR), which is vested in the London Organising Committee of the Games (LOCOG). Put shortly, the LOAR is an exclusive right to the use of any representation of any kind that is likely to suggest to the public an association between the 2012 Olympic Games (or Paralympic Games) and goods and services (or a supplier of goods and services).

The concept of "association" with the Olympics is a broad one. The 2006 Act contains a list of key expressions which are indicative of whether an association has been created (e.g. "Games", "2012", "Medals", "London", "Summer"), but it is important to note that this list is not exhaustive, and an unlawful association may be created by an advertisement even if none of the listed expressions has been used. In assessing whether an association has been created, the court will look at the overall impression created by the advertisement, taking into account the cumulative effect of the words and imagery used.

Defences under the 1995 and 2006 Acts are limited. They include use of a registered trademark, editorial or journalistic use, and continuous use since before the legislation was enacted ("Olympic Cafe trading since 1985" would not therefore infringe the provisions).

These rules are supplemented by secondary legislation, in the form of the

London Olympic Games and Paralympic Games (Advertising and Trading) (England) Regulations 2011. The Regulations are designed, according to the Department for Culture, Media & Sport (DCMS), to ensure that the 2012 Games have a "consistent celebratory look and feel to them", and to prevent ambush marketing. They impose temporary restrictions on advertising and trading in open public places within the vicinity of competition venues during the Games. Breach of the Regulations constitutes a criminal offence, carrying a fine of up to £20,000. It is a defence for a person charged with an offence under the Regulations to prove that the contravention occurred without his knowledge, or that he took all reasonable steps to prevent it.

Impact of the legislation so far

The organisers of the "Big Feastival" are not the first to have their fingers burned by the Olympics legislation. While there has not yet been a test case before the courts, there are several reported cases of businesses which have 'backed down' when threatened with action by LOCOG. Perhaps the most notorious is the case of the Weymouth butcher, who, in celebration of his town being chosen as the sailing venue for the Olympics, erected a shop sign featuring the Olympic rings made from sausages. He considered the sign to be a harmless "bit of fun". LOCOG did not agree.

These cases demonstrate that LOCOG will police the legislation strictly and will not hesitate to pursue anyone it considers to be infringing its rights.

Staying legal

So how can operators reap the benefits of the goodwill associated with the Olympics, while avoiding the threat of legal challenge?

The answer is: with difficulty. In short, the effect of the legislation is to outlaw virtually any (unauthorised) association with the Games for promotional purposes. LOCOG has issued guidance in this area (available on the London2012 website) which gives examples of statements which (in LOCOG's view) fall on either side of the line. One example concerns TV coverage of the Games in pubs. The view expressed in the guidance is that displaying a poster containing a simple statement – "Watch the Olympic Games here" or "Live coverage of the 2012 Games inside" – is unlikely to infringe the LOAR. However, where the statement is made in such a way as to create an association between the Games and a brand, goods or services, there may well be an infringement, for example displaying a poster which reads "X Brand brewery – watch the Olympics live here".

Other examples of marketing activity which would probably fall on the wrong side of the line would be a cafe advertising "Special Olympic breakfasts available all summer during the Games", or a shop selling confectionary or merchandise decorated with Olympic logos or imagery.

The central message therefore is that, while the 2012 Games may appear to be a golden marketing opportunity, you should exercise considerable caution before embarking on any advertising campaign with an Olympic dimension.

Further information

This is a complex area and this article is necessarily only a brief overview. The London2012 website is a useful source of further information, including guidance on brand protection (www.london2012.com/about-us/our-brand/using-the-brand/index.html), and maps identifying the "event zones" covered by the Advertising and Street Trading Regulations (www.london2012.com/business/advertising-and-trading-regulations/event-maps).

If you remain in any doubt as to whether your marketing plans may infringe the legislation, it is recommended that you seek independent legal advice.

Kingsley Napley offers advice on marketing and advertising contracts and disputes including patents, trademarks, copyright, design and advertising rights, sports merchandising and sponsorship.

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R22 Gas phase-out
Who pays wins

Caroline DeLaney highlights the steps that tenants should be taking to protect themselves from a ticking costs time-bomb arising from the 2015 deadline for the replacement of air conditioning and refrigeration systems.

Service charges, repairing obligations and rent reviews are three common areas of landlord and tenant disputes. One particular area of argument that is increasing in frequency concerns the replacement of air conditioning and refrigeration systems. Unfortunately for the food and hospitality industry, because of the central importance that this equipment plays in its day-to-day business, it looms large as a costs time-bomb.

EU Regulation 2037/2000 (replaced by EU Regulation 1005-2009) introduced the phased elimination of ozone-depleting substances. The most harmful ozone-depleting substances such as CFCs were banned in the 1990s. Their less harmful cousins HCFCs started being phased out from 1 January 2010. R22 gas is an HCFC and is the most common refrigerant used in refrigeration and air conditioning systems. From 2004 the use of R22 gas in new air conditioning systems was banned. From 1 January 2010 it became illegal to use virgin R22 gas to top up the refrigerant in existing equipment and since that time, people have been relying on recycled R22 refrigerants. These are becoming increasingly hard to come by and by 1 January 2015 recycled R22 refrigerant will also be banned. This will mean that R22 gas cooled air conditioning and refrigeration systems will need to be replaced.

The food and drink industry has been publicising the R22 gas phase out for some time and has produced a guide on the topic as part of the industry's refrigeration efficiency initiative, a project sponsored by the Carbon Trust and supported by the Food and Drink Federation, the British Beer and Pub Association, the Cold Storage and Distribution Federation, Dairy UK and the Institute of Refrigeration. The guide promotes the organised and timely phase out of HCFC cooled equipment in advance of the 1 January 2015 deadline.

The most cost-effective short term option has been to keep existing plants running with recycled R22. However, this is only a short term fix which serves to delay the inevitable capital expenditure as the complete phase out date approaches. There is evidence also that as the scarcity of recycled R22 gas increases, its cost has risen significantly.

There are two longer term options. The first is the modification of the existing plant by way of drop-in replacement refrigerants running on non-banned gases. These have a lower capital cost than full plant replacement however, manufacturers warn that there may be a gradual drop-off in performance of the equipment and increased energy costs. The second is to replace the whole plant but this is obviously the most expensive option in terms of initial capital outlay.

If you own the property that you occupy, the timing and costing of the replacement options are within your own control. If however you are a tenant you need to agree with your landlord who is to replace the equipment, when and who is to pay for it. As 1 January 2015 approaches, we are seeing an increase in disputes concerning the replacement costs of R22 gas cooled systems. Most commonly they involve arguments about repairing covenants and service charges. This may, in time, have a knock-on impact on rent review.

In relation to repairing covenants, landlords are beginning to include the cost of replacement air conditioning and refrigeration equipment as part of a

dilapidations claim against the tenant at the end of the lease. An incoming tenant will require updated equipment, but the landlord will not want to pay for it.

It remains a central requirement of dilapidations claims that the subject matter in question is out of repair. It is accepted that if statute requires changes as a consequence of repair works, the cost of these changes will generally be recoverable as part of the dilapidations claim. For instance, it may no longer be lawful to repair electrical installations without upgrading another part of the system in light of additional safety regulations. But what if statute requires replacement of equipment that is not out of repair? The answer depends on the precise terms of the lease. If the systems are in working order but only have a limited future life due to the banning of recycled R22 in two years' time, an outgoing tenant is unlikely to be responsible for the cost of replacement under narrowly drafted repairing covenants. There may be other covenants in the lease that allow a landlord to pass the costs on to a tenant, for instance to maintain the plant and keep it in good working order or to service installations and keep them up to date. This area of dispute will increase as the 1 January 2015 deadline approaches. As a departing tenant you need to be alive to it.

If you are a tenant staying in a property beyond the 1 January 2015 deadline, you need to check the terms of your lease to see who is responsible for the maintenance and replacement of the air-conditioning and refrigeration equipment. If you have a full repairing and insuring lease of a whole building, it is likely to be you. If, however, you are in a building with more than one tenant in it, there is a possibility that the landlord is responsible for the equipment, particularly the air conditioning system if it serves the whole building.

We have begun to see landlords trying to pass the cost of upgrading through the service charge in a multi-let building. Again, you should scrutinise the precise wording of your lease to assess what cost, if any, the landlord is entitled to pass on to you through the service charge. Even if you are potentially liable, you need to give consideration to the amount of time left on your lease. It is an established legal principle that the landlord is entitled only to recover the proportion of capital expenditure commensurate with the unexpired term of your lease. In very crude terms, if you have two years left to run on your lease and the landlord installs replacement equipment with a life expectancy of 20 years, the landlord will only be able to recover one-tenth of the cost.

Be aware that less scrupulous landlords are trying to pass the full capital replacement costs through service charges in advance of lease expiry in order to avoid the argument as to who is responsible for replacement costs as part of the dilapidations claim at the end of the lease.

Finally, the replacement costs posed by the elimination of R22 refrigerants may be a factor on rent review. There will be high replacement costs for tenants if replacement is their responsibility and there will be a significant service charge increase if the landlord is able to pass the costs onto the tenant in this way. The impact again will depend on the precise terms of the lease.

As a tenant you need to be aware of the issues and to clarify now who is responsible for the replacement of R22 refrigerants and who is to bear the costs of doing so. 1 January 2015 is closer than you might think.

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Watching out for CCTV

Premises licence conditions and data protection obligations

Emily Carter and **Sarah Harris** provide practical guidance as to the legal obligations of licensees with respect to the installation and maintenance of CCTV on their premises.

In January of this year, Lincolnshire Police applied under the provisions of Section 51 of the Licensing Act 2003 for a review of the premises licence held in respect of Kai's Bar in Mablethorpe by the District Council's Licensing Act 2003 Sub-Committee. The review had been sought after Mr. Kheng refused to supply CCTV footage following an incident which had occurred at a private residence unconnected to the licensed premises, resulting in the Police being forced to obtain a court order to acquire the material in question. Mr. Kheng argued that the request for the footage had been too broad and that the reasons for requesting the data had not been given in full, such that Section 7 Part 9 of the Data Protection Act 1998 was engaged.

The Police requested that a number of additional conditions be added to the licence, including a stipulation as to what type of CCTV must be provided and that the minimum period of time that recordings must be kept be increased to 31 days.

The Committee dismissed all the conditions put forward by Lincolnshire Police. They chose instead to amend the relevant condition from *'provision of CCTV and recordings made available to police upon request'* to *'a tamper resistant CCTV system shall be installed, maintained in working order and operated at the premises. Subject to a suitable request and agreement of the Data Controller images shall be released to Lincolnshire police so long as the Data Controller is happy to do so in accordance with the Data Protection Act 1998'.*

This case highlights an ongoing dilemma facing licensees that was first raised back in 2009 when a number of Police forces across the country applied for 'blanket' conditions imposing obligations to install CCTV leading to the Information Commissioner's Office issuing specific guidance with respect to the issue.[1]

The increasing obligations that accompany CCTV conditions should make licensees more alert to the need to ensure that they are only attached in appropriate circumstances.

It is of note that the Committee in this case appeared to be very much alive to the data protection obligations on licensees. Given the potential costs implications of court proceedings to compel data controllers to comply with a request, it is crucial that licensees are fully apprised of what their obligations are, including when to agree to disclose the information and when to refuse.

Considerations when considering imposition of CCTV conditions

As Neil Williams of the British Beer and Pubs Association states; *'While CCTV can play a useful role in some situations, blanket or standard CCTV conditions cannot be imposed under the Licensing Act, except where there are valid objections to a licence on the grounds of one of the objectives. Pubs with no history of disorder should not be forced to install CCTV cameras.'*

The guidance issued by the Secretary of State under Section 182 of the Licensing Act 2003 provides the following important qualifications in relation to conditions:

- they must be appropriate, proportionate and justifiable in meeting the licensing objectives;
- they should be prescriptive, readily understood and enforceable;
- they must be precise and not difficult for a licence holder to observe, given that failure to comply with any conditions attached to a licence or certificate is a criminal offence, which on conviction would be punishable by a fine of up to £20,000 or up to six months imprisonment or both;
- they cannot seek to manage the behaviour of customers once they are beyond the direct management of the licence holder and their staff or agents, but can directly impact on the behaviour of customers on, or in the immediate vicinity of, the premises as they seek to enter or leave;
- they must be expressed in unequivocal and unambiguous terms;
- they should be tailored to the size, style, characteristics and activities taking place in the premises concerned, ruling out standardised conditions;
- licensing authorities and responsible authorities should be alive to the indirect costs that can arise because of conditions attached to licences.

Complying with the Data Protection Act 1996

The Information Commissioner has powers to issue undertakings, serve

enforcement notices, undertake compulsory audits and issue monetary penalty notices of up to £500,000 for serious breach of data protection principles. Accordingly, for licensees who have installed CCTV, it is essential to understand and comply with the Data Protection Act 1998 (DPA) – and ensure that you fully document your compliance.

The DPA relates to personal information (CCTV images) relating to "data subjects" (your customers) held and processed by "data controllers" (the licensee). As a data controller, you are responsible for ensuring that all CCTV images are used, stored and disclosed in accordance with the data protection principles. In particular, you must ensure that you only process CCTV in accordance with the purpose for which it was installed and you must bear in mind the rights of your customers.

The data protection principles are sometimes difficult to apply as there are no "one size fits all" rules. However, the Information Commissioner's CCTV Code of Practice provides clear guidance:

- You must notify the Information Commissioner that you are a data controller (for an annual fee of £35.00);
- Customers must be told that their images are being recorded on CCTV – a sign in a prominent place confirming that there are CCTV cameras in operation will be sufficient;
- You must store the images securely and keep them only for as long as is proportionate and reasonable. The period should ideally be agreed with the police, if this is not already a condition of your licence;
- You are responsible to ensure that the systems in place at your premises are clearly understood by all those operating the CCTV equipment, responsibilities are clearly allocated and the system is audited on a regular basis;
- Any customer whose image is on CCTV can request a copy of that image of themselves and there must be a process in place to deal with such requests, however unlikely.

Most importantly, if you are asked to provide CCTV images by the police, the obligation is upon you to ensure you have sufficient information from the police in order to assess whether handing over the images is justified by the nature of the request. The Information Commissioner has made it plain that any licensing condition which requires a licensee to hand over images to the police "on request" conflicts with the provisions of the DPA. Where the police have established that it is necessary for investigating or preventing a crime or apprehending or prosecuting an offender, this will usually be sufficient reason to disclose the images.

Changes to data protection in the pipeline

The Protection of Freedom Bill, which has reached the final stages in Parliament, includes preparation of a new code of practice on the use of CCTV and appointment of a Surveillance Camera Commissioner. Breaching the code itself will not lead to civil or criminal proceedings but it will provide guidance as to best practice.

Meanwhile, earlier this year, the European Commission published a new proposed data protection directive to replace the existing European scheme underpinning our Data Protection Act. Although it is still early in the process of consultation and debate leading to the finalisation of the new European law, once implemented within the UK, the proposed changes are likely to have a significant impact upon businesses of all sizes in the UK. In particular, it is anticipated that organisations will need to notify the Information Commissioner's Office of data security breaches – and the penalties for breaching the data protection requirements will be increased to up to 1-2% of a company's turnover.

Accordingly, licensees must be more wary than ever of their data protection obligations.

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FOOTNOTE
1 http://www.ico.gov.uk/for_organisations/data_protection/topic_guides/cctv.aspx

Health & Safety update

Jonathan Grimes and **Rebecca Butler** provide an update on important developments in the area of Health and Safety Law.

RIDDOR:
Changes in reporting requirements

The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 1995 impose requirements on employees, the self employed and anyone in control of work premises, defined by RIDDOR as a "responsible person", to record and report certain work related incidents. As of 6 April 2012 these statutory requirements have changed, the effect being to reduce the extent of the reporting obligations on responsible persons.

Under RIDDOR work related incidents must be reported where they result in a death, a major injury, a hospital attendance or a dangerous occurrence (a near miss). Where one of these incidents occur the relevant authority, which in most instances will be the Health and Safety Executive (HSE) or the Local Authority, must be informed by the quickest practicable means and a report must be sent to the relevant authority within 10 days.

Previously, where a person was off work or unable to work for three days the responsible person was required to submit such a report. As a result of the recent changes it is not necessary for the relevant authority to be informed until the person has been off work for seven days and the time given to file a report has been increased to 15 days.

The change aims to reduce the burden of paperwork on employers and to bring the regulations into line with the requirement for employees to obtain a sick note from their GP's after seven days absence from work. However, there is a fear that the relaxation of these regulations may mean that some work related incidents go unnoticed.

Despite the apparent relaxation in the obligations under RIDDOR the implications for failing to comply with the regulations remain severe. If prosecuted and found guilty of an offence under RIDDOR in the Magistrates' Court an individual could face a fine up to £20,000 or a prison sentence of up to 12 years. If found guilty in the Crown Court an unlimited fine or a term of imprisonment up to two years could be imposed. The HSE regularly brings prosecutions for failure to comply with RIDDOR; William Hill was fined £4,000 last year (details opposite) and recently a scaffolding company was fined £500 and a roofing company was fined £1,000. The only defence to such a prosecution is for the responsible person to prove that they were not aware of the event triggering the report to the local authority.

HSE Fees For Intervention (FFI) Scheme

The Government has accepted recommendations made by the HSE's board that the HSE should be able to recover the costs of investigation and inspection from those who breach health and safety laws. The proposals are due to be implemented in October this year under the Health and Safety (Fees) Regulations 2012.

Where a health and safety breach has occurred the HSE's powers include serving prohibition and improvement notices, withdrawing approvals, varying licences and issuing simple cautions. At present, the HSE can only recover costs where HSE intervention results in a successful prosecution. Under the new regulations the HSE will be able to recover the costs of investigations including any assistance provided by the HSE in remedying the breach.

It is anticipated that the HSE will be claiming costs of approximately £133 per hour meaning that the costs of a simple investigation resulting in a letter being sent can be expected to be in the region of £750 whereas a complex investigation may cost in the region of tens of thousands of pounds.

An appeal can be made against the costs imposed; however, such an appeal would be heard by the HSE and should the appeal prove to be unsuccessful the HSE's costs in relation to the appeal will be added onto the final bill, making an appeal against costs a very unattractive option. The effect of this change will inevitably be an increase in the costs associated with even relatively minor breaches of health and safety regulation.

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In other news...

An employee was injured during an armed raid at one of William Hill's outlets. On 16 September 2011, the firm was fined £6,000 for breach of the Management of Health and Safety at Work Regulations as they failed to follow the Council's advice by improving outdoor lighting and CCTV in the shop. They were fined an additional £4,000 for failing to report an injury in line with the RIDDOR requirements and they were ordered to pay a further £2,882 in prosecution costs.

On 9 January 2011, a shop owner in Pembrokeshire was fined £4,000 following two breaches of the Electricity at Work Regulations for failing to maintain electrical appliances after an employee received an electric shock. He was fined a further £2,500 under the health and safety at work act and was ordered to pay £3,500 in costs.

A delivery driver slipped on a doormat at the Whitelodge pub in Somerset resulting in his ankle being pinned and operated on four times. The Whitbread Group admitted liability in June 2011 and settled out of court at a cost of £165,000.

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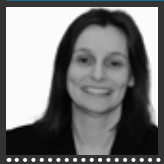

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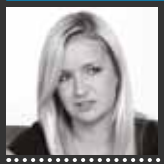

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