



Brent

Alcohol and Entertainment Licensing Sub-Committee

Wednesday 11 December 2024 at 10.00 am

Boardrooms 3/4 - Brent Civic Centre, Engineers Way,
Wembley HA9 0FJ

Please note that this meeting will be held in person with members of the Sub-Committee required to attend in person.

The press and public are also welcome to attend this meeting in person. Please note the meeting is not scheduled for live webcast

Membership:

Members

Councillors:

Hylton (Chair)

Substitute Members

Councillors:

Ahmed, Bajwa, Chohan, Ethapemi, Hack, Long, Lorber,
Mahmood, Rajan-Seelan

For further information contact: Devbai Bhanji, Governance Assistant
Tel: 020 8937 6841; Email: devbai.bhanji@brent.gov.uk

For electronic copies of minutes and agendas please visit:
[Council meetings and decision making | Brent Council](#)

Notes for Members - Declarations of Interest:

If a Member is aware they have a Disclosable Pecuniary Interest* in an item of business, they must declare its existence and nature at the start of the meeting or when it becomes apparent and must leave the room without participating in discussion of the item.

If a Member is aware they have a Personal Interest** in an item of business, they must declare its existence and nature at the start of the meeting or when it becomes apparent.

If the Personal Interest is also significant enough to affect your judgement of a public interest and either it affects a financial position or relates to a regulatory matter then after disclosing the interest to the meeting the Member must leave the room without participating in discussion of the item, except that they may first make representations, answer questions or give evidence relating to the matter, provided that the public are allowed to attend the meeting for those purposes.

***Disclosable Pecuniary Interests:**

- (a) **Employment, etc.** - Any employment, office, trade, profession or vocation carried on for profit gain.
- (b) **Sponsorship** - Any payment or other financial benefit in respect of expenses in carrying out duties as a member, or of election; including from a trade union.
- (c) **Contracts** - Any current contract for goods, services or works, between the Councillors or their partner (or a body in which one has a beneficial interest) and the council.
- (d) **Land** - Any beneficial interest in land which is within the council's area.
- (e) **Licences**- Any licence to occupy land in the council's area for a month or longer.
- (f) **Corporate tenancies** - Any tenancy between the council and a body in which the Councillor or their partner have a beneficial interest.
- (g) **Securities** - Any beneficial interest in securities of a body which has a place of business or land in the council's area, if the total nominal value of the securities exceeds £25,000 or one hundredth of the total issued share capital of that body or of any one class of its issued share capital.

****Personal Interests:**

The business relates to or affects:

- (a) Anybody of which you are a member or in a position of general control or management, and:
 - To which you are appointed by the council;
 - which exercises functions of a public nature;
 - which is directed is to charitable purposes;
 - whose principal purposes include the influence of public opinion or policy (including a political party or trade union).
- (b) The interests a of a person from whom you have received gifts or hospitality of at least £50 as a member in the municipal year;

or

A decision in relation to that business might reasonably be regarded as affecting the well-being or financial position of:

- You yourself;
- a member of your family or your friend or any person with whom you have a close association or any person or body who is the subject of a registrable personal interest.

Agenda

Introductions, if appropriate.

Item	Page
1 Apologies for absence and clarification of alternate members	
2 Declarations of Interests	
Members are invited to declare at this stage of the meeting, the nature and existence of any relevant disclosable pecuniary or personal interests in the items on this agenda and to specify the item(s) to which they relate.	
3 Application for New Premises Licence by Wembley National Stadium Ltd (WNSL) for the premises known as Wembley Arena Square, Wembley, HA9, pursuant to the provisions of the Licensing Act 2003	1 - 48

Date of the next meeting: Date Not Specified



- Please remember to **SWITCH OFF** your mobile phone during the meeting.
- The meeting room is accessible by lift and seats will be provided for members of the public.

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LICENSING ACT 2003

Application for New Premises Licence

1. The Application

Name of Applicant:	Wembley National Stadium Ltd (WNSL)
Name & Address of Premises:	Wembley Arena Square, Wembley, HA9
Applicants Agent:	Sue Dowling – Blandy & Blandy

The application is for a new premises licence as follows:

To provide: Regulated Entertainment, and the sale of alcohol from 10.00am to 9.00pm Monday to Sunday and to remain open from 10.00am to 9.30pm Monday to Sunday.

2. Background

The Premises Licence shall only permit licensable activities in Arena Square, Wembley, as delineated in the licensing plan to support Stadium Events on occasions when the premises is not being operated under the current premises licence held by Wembley Park Ltd and in accordance with relevant conditions.

3. Promotion of the Licensing Objectives

See page 14 of the application.

4. Relevant Representations

Representations have been received from Wembley Arena

5. Interested Parties

None

6. Policy Considerations

Policy 1 – Process for Applications

Conditions on the licence, additional to those voluntarily sought/agreed by the applicant, may be considered. Conditions will focus on matters which are within the control of individual licensee and which relate to the premises or areas being used for licensable activities, the potential impact of the resulting activities in the vicinity. If situations arise where the licensing objectives may be undermined but cannot be dealt with by the use

of appropriate conditions the Licensing Authority will consider whether it is appropriate for a licence to be granted or continue to operate.

7. Determination of the Application

Members can take the following steps when determining a new premises licence application:

- grant the licence;
- exclude from the scope of the licence any of the licensable activities to which the application relates;
- refuse to specify a person in the licence as the premises supervisor;
- reject the application

8. Associated Papers

- A. Application Form
- B. Plan
- C. Wembley Arena Rep
- D. Arena Square Current Licence
- E. OS Map

**Application for a premises licence to be granted
under the Licensing Act 2003**

PLEASE READ THE FOLLOWING INSTRUCTIONS FIRST

Before completing this form please read the guidance notes at the end of the form.
If you are completing this form by hand please write legibly in block capitals. In all cases ensure that your answers are inside the boxes and written in black ink. Use additional sheets if necessary.

You may wish to keep a copy of the completed form for your records.

I/We Wembley National Stadium Limited

(Insert name(s) of applicant)

apply for a premises licence under section 17 of the Licensing Act 2003 for the premises described in Part 1 below (the premises) and I/we are making this application to you as the relevant licensing authority in accordance with section 12 of the Licensing Act 2003

Part 1 – Premises Details

Postal address of premises or, if none, ordnance survey map reference or description Arena Square, Wembley HA9 0AA (as delineated on the licensing plan - Plan A - as submitted with the application)			
Post town	London	Post code	HA9 0AA

Telephone number at premises (if any)	
Non-domestic rateable value of premises	£0

Part 2 - Applicant Details

Please state whether you are applying for a premises licence as
Please tick yes

- a) an individual or individuals * please complete section (A)
- b) a person other than an individual *
 - i. as a limited company please complete section (B)
 - ii. as a partnership please complete section (B)
 - iii. as an unincorporated association or please complete section (B)
 - iv. other (for example a statutory corporation) please complete section (B)
- c) a recognised club please complete section (B)
- d) a charity please complete section (B)

- e) the proprietor of an educational establishment please complete section (B)
- f) a health service body please complete section (B)
- g) a person who is registered under Part 2 of the Care Standards Act 2000 (c14) in respect of an independent hospital in Wales please complete section (B)
- ga) a person who is registered under Chapter 2 of Part 1 of the Health and Social Care Act 2008 (within the meaning of that Part) in an independent hospital in England please complete section (B)
- h) the chief officer of police of a police force in England and Wales please complete section (B)

* If you are applying as a person described in (a) or (b) please confirm:

Please tick yes

- I am carrying on or proposing to carry on a business which involves the use of the premises for licensable activities; or
- I am making the application pursuant to a
 - statutory function or
 - a function discharged by virtue of Her Majesty's prerogative

(A) INDIVIDUAL APPLICANTS (fill in as applicable)

Mr <input type="checkbox"/>	Mrs <input type="checkbox"/>	Miss <input type="checkbox"/>	Ms <input type="checkbox"/>	Other Title (for example, Rev)	
Surname			First names		
I am 18 years old or over				<input type="checkbox"/> Please tick yes	
Current postal address if different from premises address					
Post Town				Postcode	
Daytime contact telephone number					
E-mail address (optional)					

SECOND INDIVIDUAL APPLICANT (if applicable)

Mr <input type="checkbox"/>	Mrs <input type="checkbox"/>	Miss <input type="checkbox"/>	Ms <input type="checkbox"/>	Other Title (for example, Rev)	
Surname			First names		

I am 18 years old or over		<input type="checkbox"/> Please tick yes	
Current postal address if different from premises address			
Post Town		Postcode	
Daytime contact telephone number			
E-mail address (optional)			

(B) OTHER APPLICANTS

Please provide name and registered address of applicant in full. Where appropriate please give any registered number. In the case of a partnership or other joint venture (other than a body corporate), please give the name and address of each party concerned.

Name Wembley National Stadium Limited
Address Wembley Stadium Wembley London HA9 0WS
Registered number (where applicable) 3388437
Description of applicant (for example, partnership, company, unincorporated association etc.) Company
Telephone number (if any)
E-mail address (optional) sue.dowling@blandy.co.uk

Part 3 Operating Schedule

When do you want the premises licence to start?

Day	Month	Year
0	1	1 1 2 0 2 4

If you wish the licence to be valid only for a limited period, when do you want it to end?

Day	Month	Year

Please give a general description of the premises (please read guidance note1)

This Premises Licence shall only permit licensable activities in Arena Square, Wembley as delineated in the licensing plan (A) (the "Square"), by WNSL to support Stadium Events a) on occasions when the Premises is not being operated under Premises Licence 223170983 (or under any other licensing authorization) by Wembley Park Limited ('WPL') and b) subject always to compliance with the Conditions at Annex 1 (Mandatory Conditions) and (draft) Annex 2 (Specific Episodic Licence Conditions) - see Measures (M) section of application and draft conditions attached. See also Plan B showing a typical internal layout of the Premises - this is illustrative only.

If 5,000 or more people are expected to attend the premises at any one time, please state the number expected to attend.

N/A

What licensable activities do you intend to carry on from the premises?

(Please see sections 1 and 14 of the Licensing Act 2003 and Schedules 1 and 2 to the Licensing Act 2003)

Provision of regulated entertainment

Please tick yes

- | | |
|---|-------------------------------------|
| a) plays (if ticking yes, fill in box A) | <input type="checkbox"/> |
| b) films (if ticking yes, fill in box B) | <input checked="" type="checkbox"/> |
| c) indoor sporting events (if ticking yes, fill in box C) | <input type="checkbox"/> |
| d) boxing or wrestling entertainment (if ticking yes, fill in box D) | <input type="checkbox"/> |
| e) live music (if ticking yes, fill in box E) | <input checked="" type="checkbox"/> |
| f) recorded music (if ticking yes, fill in box F) | <input checked="" type="checkbox"/> |
| g) performances of dance (if ticking yes, fill in box G) | <input type="checkbox"/> |
| h) anything of a similar description to that falling within (e); (f) or (g) (if ticking yes, fill in box H) | <input type="checkbox"/> |

Provision of entertainment facilities:

- | | |
|---|--------------------------|
| i) making music (if ticking yes, fill in box I) | <input type="checkbox"/> |
| j) dancing (if ticking yes, fill in box J) | <input type="checkbox"/> |
| k) entertainment of a similar description to that falling within (i) or (j) (if ticking yes, fill in box K) | <input type="checkbox"/> |

Provision of late night refreshment (if ticking yes, fill in box L)

Supply of alcohol (if ticking yes, fill in box M)

B

Films Standard days and timings (please read guidance note 6)			Will the exhibition of films take place indoors or outdoors or both – please tick (please read guidance note 2)	Indoors	<input type="checkbox"/>
				Outdoors	<input checked="" type="checkbox"/>
				Both	<input type="checkbox"/>
Day	Start	Finish			
Mon	10:00	21:00	Please give further details here (please read guidance note 3) Arena Square ('Square') will only be used on certain occasions by the Applicant and only ever to support a Stadium Event. It will not therefore be in use daily but when in use, this may fall on any day of the week.		
Tue	10:00	21:00			
Wed	10:00	21:00	State any seasonal variations for the exhibition of films (please read guidance note 4)		
Thur	10:00	21:00			
Fri	10:00	21:00	Non standard timings. Where you intend to use the premises for the exhibition of films at different times to those listed in the column on the left, please list (please read guidance note 5) Note: The 'Start' and 'Finish' times specified is a maximum 'window' of licensable operation - the exact hours within this 'window' would depend on the planned use of the 'Square', and the Stadium Event, and the application of Event Planning/Risk Assessment - see draft conditions.		
Sat	10:00	21:00			
Sun	10:00	21:00			

C

Indoor sporting events Standard days and timings (please read guidance note 6)			Please give further details (please read guidance note 3)
Day	Start	Finish	
Mon			
Tue			State any seasonal variations for indoor sporting events (please read guidance note 4)
Wed			Non standard timings. Where you intend to use the premises for indoor sporting events at different times to those listed in the column on the left, please list (please read guidance note 5)
Thur			
Fri			
Sat			
Sun			

D

Boxing or wrestling entertainments Standard days and timings (please read guidance note 6)			Will the boxing or wrestling entertainment take place indoors or outdoors or both – please tick (please read guidance note 2)	
			Indoors	<input type="checkbox"/>
			Outdoors	<input type="checkbox"/>
Day	Start	Finish	Both	<input type="checkbox"/>
Mon			Please give further details here (please read guidance note 3)	
Tue				
Wed				
Thur			State any seasonal variations for boxing or wrestling entertainment (please read guidance note 4)	
Fri				
Sat			Non standard timings. Where you intend to use the premises for boxing or wrestling entertainment at different times to those listed in the column on the left, please list (please read guidance note 5)	
Sun				

E

Live music Standard days and timings (please read guidance note 6)			<u>Will the performance of live music take place indoors or outdoors or both – please tick</u> (please read guidance note 2)	Indoors	<input type="checkbox"/>
				Outdoors	<input checked="" type="checkbox"/>
				Both	<input type="checkbox"/>
Day	Start	Finish	<u>Please give further details here</u> (please read guidance note 3) Arena Square ('Square') will only be used on certain occasions by the Applicant and only ever to support a Stadium Event. It will not therefore be in use daily but when in use, this may fall on any day of the week.		
Mon	10:00	21:00			
Tue	10:00	21:00			
Wed	10:00	21:00			
Thur	10:00	21:00			
Fri	10:00	21:00			
Sat	10:00	21:00			
Sun	10:00	21:00	<u>State any seasonal variations for the performance of live music</u> (please read guidance note 4)		
			<u>Non standard timings. Where you intend to use the premises for the performance of live music at different times to those listed in the column on the left, please list</u> (please read guidance note 5) Note: The 'Start' and 'Finish' times specified is a maximum 'window' of licensable operation - the exact hours within this 'window' would depend on the planned use of the 'Square', and the Stadium Event, and the application of Event Planning/Risk Assessment - see draft conditions.		

F

Recorded music Standard days and timings (please read guidance note 6)			<u>Will the playing of recorded music take place indoors or outdoors or both – please tick</u> (please read guidance note 2)	Indoors	<input type="checkbox"/>
				Outdoors	<input checked="" type="checkbox"/>
				Both	<input type="checkbox"/>
Day	Start	Finish	<u>Please give further details here</u> (please read guidance note 3) Arena Square ('Square') will only be used on certain occasions by the Applicant and only ever to support a Stadium Event. It will not therefore be in use daily but when in use, this may fall on any day of the week.		
Mon	10:00	21:00			
Tue	10:00	21:00	<u>State any seasonal variations for the playing of recorded music</u> (please read guidance note 4)		
Wed	10:00	21:00			
Thur	10:00	21:00	<u>Non standard timings. Where you intend to use the premises for the playing of recorded music at different times to those listed in the column on the left, please list</u> (please read guidance note 5) Note: The 'Start' and 'Finish' times specified is a maximum 'window' of licensable operation - the exact hours within this 'window' would depend on the planned use of the 'Square', and the Stadium Event, and the application of Event Planning/Risk Assessment - see draft conditions.		
Fri	10:00	21:00			
Sat	10:00	21:00			
Sun	10:00	21:00			

G

Performances of dance Standard days and timings (please read guidance note 6)			Will the performance of dance take place indoors or outdoors or both – please tick (please read guidance note 2)	Indoors	<input type="checkbox"/>
				Outdoors	<input type="checkbox"/>
Day	Start	Finish	Please give further details here (please read guidance note 3)		
Mon					
Tue			State any seasonal variations for the performance of dance (please read guidance note 4)		
Wed					
Thur					
Fri			Non standard timings. Where you intend to use the premises for the performance of dance at different times to those listed in the column on the left, please list (please read guidance note 5)		
Sat					
Sun					

L

Late night refreshment Standard days and timings (please read guidance note 6)			Will the provision of late night refreshment take place indoors or outdoors or both – please tick (please read guidance note 2)	Indoors	<input type="checkbox"/>
				Outdoors	<input type="checkbox"/>
				Both	<input type="checkbox"/>
Day	Start	Finish	Please give further details here (please read guidance note 3)		
Mon					
Tue					
Wed			State any seasonal variations for the provision of late night refreshment (please read guidance note 4)		
Thur					
Fri					
Sat			Non standard timings. Where you intend to use the premises for the provision of late night refreshment at different times, to those listed in the column on the left, please list (please read guidance note 5)		
Sun					

M

Supply of alcohol Standard days and timings (please read guidance note 6)			Will the supply of alcohol be for consumption (Please tick box) (please read guidance note 7)	On the premises	<input checked="" type="checkbox"/>
				Off the premises	<input type="checkbox"/>
Day	Start	Finish	Both <input type="checkbox"/>		
Mon	10:00	21:00	State any seasonal variations for the supply of alcohol (please read guidance note 4) Arena Square ('Square') will only be used on certain occasions by the Applicant and only ever to support a Stadium Event. It will not therefore be in use daily but when in use, this may fall on any day of the week.		
Tue	10:00	21:00			
Wed	10:00	21:00			
Thur	10:00	21:00			
Fri	10:00	21:00			
Sat	10:00	21:00			
Sun	10:00	21:00			
			Non standard timings. Where you intend to use the premises for the supply of alcohol at different times to those listed in the column on the left, please list (please read guidance note 5) Note: The 'Start' and 'Finish' times specified is a maximum 'window' of licensable operation - the exact hours within this 'window' would depend on the planned use of the 'Square', and the Stadium Event, and the application of Event Planning/Risk Assessment - see draft conditions. Further the hours for alcohol sales will finish at least 1 hour before kick off/commencement of any football match in the Stadium to allow for those attending the Premises to consume their drinks and start to move into the Stadium in an orderly way.		

State the name and details of the individual whom you wish to specify on the licence as premises supervisor

Name Paul Scannell	
Address [REDACTED]	
Postcode	[REDACTED]
Personal Licence number (if known) [REDACTED]	
Issuing licensing authority (if known) [REDACTED]	

N

Please highlight any adult entertainment or services, activities, other entertainment or matters ancillary to the use of the premises that may give rise to concern in respect of children (please read guidance note 8)

N/A

O

Hours premises are open to the public Standard days and timings (please read guidance note 6)			State any seasonal variations (please read guidance note 4)
Day	Start	Finish	<p>The Arena Square is generally an open area and thus is open 24 hours a day. When the Square is in use for licensable activities by the Applicant (in support of a Stadium Event), it will be demarcated by fencing/similar barrier. In the event, the 'Start' and 'Finish' times in terms of the opening/closure of the defined licensed area will depend on the associated Stadium Event (and will be identified through the Event Planning procedures - see draft conditions).</p> <p>Non standard timings. Where you intend the premises to be open to the public at different times from those listed in the column on the left, please list (please read guidance note 5)</p> <p>Note further - the 'Finish' hour (in terms of closure of the licensed space) will be at least 30 minutes before the advertised kick off at any Stadium Event match to allow for those attending the Premises to leave and to enter the Stadium in an orderly way.</p>
Mon	10:00	21:30	
Tue	10:00	21:30	
Wed	10:00	21:30	
Thur	10:00	21:30	
Fri	10:00	21:30	
Sat	10:00	21:30	
Sun	10:00	21:30	

P Describe the steps you intend to take to promote the four licensing objectives:

a) General – all four licensing objectives (b,c,d,e) (please read guidance note 9)

These "Premises" are already licensed as part of Premises Licence 223170983 issued to Wembley Park Ltd. This new Licence would only be operated by the Applicant/PLH, Wembley National Stadium Ltd, in place of the current licensed authorization and only then, to support Stadium Events. It is anticipated that the "Premises" would be operated in a very similar way to "East Village" which is operated by WNSL under a Premises Licence 25774 (continued in section (b))

b) The prevention of crime and disorder

For example, the "Premises" is likely to be used for 'away' fans (when the East Village is used for 'England' fans) at football Events in the Stadium. It may also be used to support other Stadium Events - including (but not limited to) possibly at NFL Games; other sporting events and/or music Concerts in the Stadium.

(continued in (c))

c) Public safety

The Applicant has considered the promotion of all four Licensing Objectives and has volunteered specific (draft) Conditions to support this application and to promote those Objectives. The Premises (whilst (unlike 'East Village') is not within WNSL's General Safety Certificate, it will be operated to the same high-level professional standards including with input from/liaison with the Stadium.

(continued in (d))

d) The prevention of public nuisance

In addition, to ensure cohesion across the Wembley Campus, draft conditions have been volunteered to provide for communication with/notification to the Management/DPS of OVO Arena and Wembley Park Ltd/Quintain.

The draft conditions are comprehensive and are very similar to the conditions applicable to the East Village Premises Licence. As one would expect, they cover all usual measures that one would expect for a 'Premises' of this nature including but not limited

e) The protection of children from harm

to: Challenge 25; CCTV Coverage; Preparation of Logs/Registers; Requirements to undertake full Event Management Planning (including Risk Assessments); Security; Safety and noise mitigation measures.

Please tick yes

- I have made or enclosed payment of the fee
- I have enclosed the plan of the premises
- I have sent copies of this application and the plan to responsible authorities and others where applicable
- I have enclosed the consent form completed by the individual I wish to be premises supervisor, if applicable
- I understand that I must now advertise my application
- I understand that if I do not comply with the above requirements my application will be rejected

IT IS AN OFFENCE, LIABLE ON CONVICTION TO A FINE UP TO LEVEL 5 ON THE STANDARD SCALE, UNDER SECTION 158 OF THE LICENSING ACT 2003 TO MAKE A FALSE STATEMENT IN OR IN CONNECTION WITH THIS APPLICATION

Part 4 – Signatures (please read guidance note 10)

Signature of applicant or applicant's solicitor or other duly authorised agent (See guidance note 11). If signing on behalf of the applicant please state in what capacity.

Signature	<i>S. E. Dowling, Blandy + Blandy LLP</i>
Date	<i>3.10.2024</i>
Capacity	<i>Solicitor for Applicant.</i>

For joint applications signature of 2nd applicant or 2nd applicant's solicitor or other authorised agent. (please read guidance note 12). If signing on behalf of the applicant please state in what capacity.

Signature	
Date	
Capacity	

Contact name (where not previously given) and postal address for correspondence associated with this application (please read guidance note 13)			
Sue Dowling Blandy & Blandy LLP One Friar Street			
Post town	Reading	Post code	RG1 1DA
Telephone number (if any)	0118 951 6927		
If you would prefer us to correspond with you by e-mail your e-mail address (optional)			
sue.dowling@blandy.co.uk			

Notes for Guidance

1. Describe the premises. For example the type of premises, its general situation and layout and any other information which could be relevant to the licensing objectives. Where your application includes off-supplies of alcohol and you intend to provide a place for consumption of these off-supplies you must include a description of where the place will be and its proximity to the premises.
2. Where taking place in a building or other structure please tick as appropriate. Indoors may include a tent.
3. For example the type of activity to be authorised, if not already stated, and give relevant further details, for example (but not exclusively) whether or not music will be amplified or unamplified.
4. For example (but not exclusively), where the activity will occur on additional days during the summer months.
5. For example (but not exclusively), where you wish the activity to go on longer on a particular day e.g. Christmas Eve.
6. Please give timings in 24 hour clock (e.g. 16:00) and only give details for the days of the week when you intend the premises to be used for the activity.
7. If you wish people to be able to consume alcohol on the premises please tick on, if you wish people to be able to purchase alcohol to consume away from the premises please tick off. If you wish people to be able to do both please tick both.
8. Please give information about anything intended to occur at the premises or ancillary to the use of the premises which may give rise to concern in respect of children, regardless of whether you intend children to have access to the premises, for example (but not exclusively) nudity or semi-nudity, films for restricted age groups, the presence of gaming machines.
9. Please list here steps you will take to promote all four licensing objectives together.
10. The application form must be signed.
11. An applicant's agent (for example solicitor) may sign the form on their behalf provided that they have actual authority to do so.
12. Where there is more than one applicant, both applicants or their respective agents must sign the application form.
13. This is the address which we shall use to correspond with you about this application.

26/9/24.

Draft Episodic Premises Licence Conditions for Arena Square, Wembley [updated following 11 September 2024 meeting]

Overriding Condition

This 'Episodic' Premises Licence shall only permit licensable activities to be conducted in Arena Square, Wembley (as delineated in the licensing plan), by the Premises Licence Holder (WNSL) to support Stadium Events:

1. On occasions when the Premises is not being operated under Premises Licence 223170983 (or under other licensing authorization) by Wembley Park Limited ('WPL'); and
2. Subject always to compliance with the Conditions at Annex 1 (Mandatory Conditions) and Annex 2 (Specific Episodic Licence Conditions).

Part 1 - Premises Details

Arena Square, Wembley
Wembley HA9 0RX

Authorised Licensable Activities:

Regulated Entertainment:

Films; Live music and Recorded music and similar activities:
Mondays to Sundays: 10:00 to 21:00

Sale of Alcohol ['on' sales only]: Mondays to Sundays: 10:00 to 21:00
Opening Hours: 10:00 to 21:30

[Proposed] Designated Premises Supervisor:
Paul Scannell

Annex 1 – Mandatory Conditions – as per law

Annex 2: Specific Episodic Licence Conditions (to ensure sufficient cross-campus liaison):

Notification of forthcoming Episodic Licence Use:

1. Unless otherwise agreed with the Police; Public Safety Team, Environmental Health Team and the Licensing Authority (referred to as the 'Responsible Authorities') for the London Borough of Brent (LBB), WNSL Management shall notify those Responsible Authorities that this Licence will be in operation at an event, at least 14 days prior to the event ("Notification"). WNSL Management will provide a copy of the Notification at the same time to the Designated Premises Supervisors of the Premises Licences

relating to Wembley Park (Licence 223170983) and to OVO Arena, Wembley.

2 The Notification in condition 1 shall

2.1 Summarize:

- 2.1.1 the nature of the planned licensable event;
- 2.1.2 the anticipated Licensable activities to be conducted at it including the position of any temporary staging or other fixtures/fittings;
- 2.1.3 the anticipated capacity of spectators to be in attendance at the event at any one time; and
- 2.1.4 Any matters which WNSL Management is aware and considers of note in terms of the wider Wembley Park operation which may affect (in their reasonable view) the promotion of the Licensing Objectives at the planned event, and

2.2 Invite the Recipients to feedback by email to WNSL Management any observations they have on the summarized information (including any details of simultaneous licensable activities at OVO Arena, Wembley or at Wembley Park), for its consideration.

3. Subject always to condition 13, WNSL Management acting by its DPS, Nominated Deputy or otherwise, shall in relation to any planned event in the Premises:

3.1 Subject always to Condition 4, prepare a specific Event Management Plan (including Risk Assessments) and send a copy to Responsible Authorities (unless otherwise agreed) no less than 5 days prior to the event. The risk assessment(s) and security requirements shall be prepared based on the Police category (if any) and intelligence for the Stadium Event and any intelligence shared pursuant to condition 2.2 or otherwise; and

3.2 Give special consideration as part of the EMP to any feedback information (if any) provided to them pursuant to condition 2.2, relating to simultaneous licensed events under the OVO Arena, Wembley Licence and/or under the WPL's Premises Licence 223170983, with its planned operation e.g. give consideration to event start/finish times.

4. WNSL Management (acting by its DPS or otherwise) shall comply with the following conditions¹:

4.1 Regulated Entertainment and the Sale of Alcohol by retail shall only take place in accordance with these conditions.

¹ These requirements reflect the Annex 2 conditions on Premises Licence 25774 relating to "East Village" as appropriately varied

CCTV

- 4.2 The Premises shall maintain a comprehensive digital colour CCTV system. All public areas of the Premises, including all public entry and exit points will be covered enabling facial identification of every person entering in any light condition. The CCTV cameras shall continually record whilst the Premises are open to the public and recordings shall be kept available for a minimum of 30 days with date and time stamping.
- 4.3 A staff member who is conversant with the operation of the CCTV system shall be available at all times when they are open to the public for licensable activities. This staff member shall, on reasonable request, show recordings to the Police or to officers of the Licensing Authority.

LOGS:

- 4.4 An incident log (or logs) shall be kept at the Premises² (or accessible at Wembley National Stadium or remotely) and shall be made available on reasonable request to the Police or to an authorised officer of Brent Council. The log will record the following:
- Where they relate to a licensable activity:
 - All crimes reported to the Premises;
 - All ejections of visitors;
 - Any incidents of disorder.
 - Any seizures of drugs or offensive weapons;
 - Any faults in the CCTV system or searching/scanning equipment; and
 - Any refusal of the sale of alcohol during trading hours.
- 4.5 There must be at the Premises (or within the Stadium) a secure lockable 'Drugs Box' to which no member of staff, save the DPS and/or his Nominated Deputies shall have access. All controlled drugs (or items suspected to be or to contain controlled drugs) found at the premises must be placed in this box as soon as practicable. Whenever this box is emptied, all of its contents must be given to Wembley Police for appropriate disposal.

Event Planning and Alcohol Sales

- 4.6 Prior to any occasion when licensable activities will be conducted at the Premises, an appropriate Risk Assessment will be carried out to identify any required measures to minimise any risks to the promotion of the Licensing Objectives.
- 4.7 The capacity for guests/spectators for the Premises shall not exceed 3000 at any one time.
- 4.8 A 'Challenge 25' Scheme shall operate to ensure that any person attempting to purchase alcohol who appears to be under the age of 25 shall provide documented

² As the Premises is external and does not contain permanent offices, any logs/registers/other policies and procedures are likely to be accessible remotely (through appropriate technology) and/or through offices within Wembley National Stadium.

proof that he/she is over 18 years of age. Proof of age shall only comprise a passport, a photo card driving licence, an EU/EEA national ID card or similar document, or an Industry approved proof of age identity card.

- 4.9 A log shall be kept at the Premises³ and record all refused sales of alcohol for reasons that the person(s) is, or appears to be, under 25 years of age. The log shall record the date and time of the refusal and the name of the member of staff who refused the sale. The log will be made available on reasonable request by the Police or an authorised officer of the London Borough of Brent Council.
- 4.10 On closure of the Premises, a dispersal policy shall be in place and implemented to move visitors from the immediate vicinity in such a way as to cause minimum disturbance or nuisance to neighbours.
- 4.11 Prominent signage shall be displayed at all primary exits from the Premises requesting that visitors respect those living and working in the locality.
- 4.12 Wembley Stadium Management shall make available a contact telephone number and/or website contact information for use in the event of complaints arising, relating to licensable activities being conducted at the Premises.
- 4.13 The Initial Assessment (and subsequently the Final Risk Assessment) shall expressly address and/or identify:
- In relation to any Regulated Entertainment, the nature, location within the Premises of any stage/screens/lighting rigging (and similar equipment), timings of such Entertainment, and mitigation factors to minimise undue disturbance to local residents;
 - In relation to any Bars, the position of any temporary stationary Bars and/or whether hawkers will be in use, and the hours of trading;
 - By reference to an Event Layout Plan/Diagram/Table/Risk Assessment and/or otherwise - the anticipated Risk level for the Event; points of access/egress to the Premises; the number of stewards and/or other security staff to be on duty and their locations (or whether they are mobile); the method to be used to monitor capacity and the Search policy and procedure to be employed.
5. Where Regulated Entertainment is to be provided by and/or any Bar within the Premises is to be operated by Third Parties (for example by event promoters; professional caterers and/or brand concessions), Wembley Management will inform the Third Party in writing of the need for it, and its staff/contractors, to be fully appraised of these licence conditions and the need to ensure full compliance with them.

³ Or at the Stadium or accessible electronically.

6. Unless otherwise agreed with the Responsible Authorities:
 - 6.1 The DPS (or his Nominated Deputy) will ensure that a copy of any Initial Assessment is sent to the Responsible Authorities for their consideration. Wembley Management will use reasonable endeavours to reach agreement with those Responsible Authority Contacts concerning any particular issues (if any) concerning the promotion of the licensing objectives, at the proposed Event.
 - 6.2 At least one Personal Licence Holder shall be present throughout the Event;
 - 6.3 No drinks shall be served in glass containers at any time.
7. Wembley Management (including the Personal Licence Holders and any third-party event operators) shall use reasonable endeavours to ensure that any agreed measures (relating to public order, safety and the prevention of nuisance and harm to children) pursuant to the Final Risk Assessment are implemented.
8. A Briefing Document shall be prepared for use at the event, encapsulating salient operational details and measures detailed in these conditions and general licensing law, for reference of operational staff and the Responsible Authority officers.
9. Wembley Management shall use its reasonable endeavours to consider the provisions of and/or to follow the recommendations in the publications set out in this condition, so far as it is reasonably practicable and appropriate to do so:
 - i. The Purple Guide to Health, Safety and Welfare at Music and Other Events; Managing Crowds Safely.
 - ii. Risk assessment: A brief guide to controlling risks in the workplace (2014 and Case Studies on Risk Management);
 - iii. The Association of British Theatre Technicians, The Chartered Institute of Environmental Health, The District Surveyors Association and The Institute of Licensing's "Technical Standards for Places of Entertainment" (2015) ISBN 1904031838;
 - iv. Crowded Places Guidance June 2017; and
 - v. The recommendations made in The Baroness Casey Review of December 2021.
10. Without limiting the above, the following additional conditions will apply:
 - 10.1 Specific consideration shall be given by the DPS and/or his Deputy, in conjunction with the Stadium's Safety Team, as any planned use of the Premises for licensable activities and if to be used, any specific measures (to promote the four Licensing Objectives) to be implemented.
 - 10.2 The Premises shall:
 - 10.2.1 Only be accessed by those who have a ticket to the Stadium Event;
 - 10.2.2 be operated in accordance with the policies and procedures relating to the internal areas of the Stadium (in so far as they are appropriate for the external Premises);

10.2.3 Close, at the latest 30 minutes before the expected start time for the Stadium Event (with alcohol sales ceasing at least 1 hour prior to that start time); and

10.2.4 Not re-open following the conclusion of the Stadium Event.

11. No licensable activities shall take place at the Premises unless the following specific conditions are met:
- 11.1 Sufficient proposed operational details shall be provided by the DPS or his Nominated Deputy, to the DPS and Stadium Safety Officer of Wembley National Stadium to enable the latter to carry out an Informed Risk Assessment and any other event planning measures consistent with the GSC/SSC, in order to determine whether or not the Premises should be used on that day for licensable activities, and
 - 11.2 Where through the aforementioned Risk Assessment/event planning measures, the Stadium's DPS or Stadium Safety Officer (or wider Wembley Management) stipulate operational conditions relating to licensable activities to be conducted in the Premises, those stipulated conditions are adhered to as conditions of this Licence;

and
 - 11.3 They are only conducted in the licensed area (as shown on the licensing plan submitted with the application) which must be demarcated by a suitable boundary fence/barrier that is not less than 1.8 metres in height.
12. No licensable activities shall take place at the Premises where the Stadium Event has been categorised (through the operation of the GSC) as an 'Event of National Significance'⁴ and the MPS has notified Wembley National Stadium's Safety Officer and the DPS/Wembley Management of the Premises, that the Premises shall not be used for licensable activities on that Stadium Event Day.
13. For the avoidance of any doubt, there will be no breach of these conditions where the Premises Licence Holder; its DPS and/or Wembley Management have complied with the conditions of this licence through compliance with Wembley Stadium's Premises Licence Conditions and/or its wider General Safety Certificate (or Special Safety Certificate) conditions.
14. On any day that this Premises Licence is operated, Wembley Stadium Management (acting by its DPS or otherwise) must display the Summary Licence in a prominent position near to the entrance(s) to the Premises and provide clear signage providing contact details of the DPS (or their Nominated Deputy) and information confirming in whose custody the full Premises Licence is located.

Definitions:

For the purposes of these conditions, the following words and phrases will have the following

⁴ i.e. categorisation is consistent with The Baroness Casey Review of December 2021 into events surrounding UEFA Euro 2020 Final at Wembley National Stadium and having been categorized with a risk category of 'C IR' (or equivalent).

meanings:

"The Premises" shall mean:

the area of land delineated in red on the plan lodged with the Premises Licence application, (currently) known as 'Arena Square, Wembley.'

"Bar" shall mean:

any temporary bar/kiosk/counter/area (fixed or mobile (including "hawkers") used in the Premises for the purpose of selling alcohol

"Event Particulars/Event Management Plan" shall mean:

The Event-specific planning and operational procedures (including Initial Risk assessment and/or Final Risk Assessment) relating to a forthcoming event involving licensable activities at the Premises.

"Initial Risk Assessment" shall mean:

The initial risk assessment carried out by Wembley Management in respect of planned operational issues (including those relating to the promotion of public safety and the prevention of crime and disorder; public nuisance and harm to children). The assessment shall be prepared (following receipt of the Necessary Information from any relevant third parties, as appropriate) and shall be submitted to the Licensing Authority; Police and Environmental Health Responsible Authority Contacts, unless otherwise agreed, at least 28 days before the particular Premises Event or Stadium Event Day, or immediately on receipt of the Necessary Information, whichever date is the later.

"Necessary Information" shall mean:

Such information as Wembley Management require from third parties in order to produce a meaningful Initial Assessment including information relating to likely timings for the event; the likely audience numbers; and profile; the positioning of any stage, and information relating to proposed temporary demountable structures (having taken into account the Institution of Structural Engineers Guidance on Temporary Demountable Structures (April 2007, or later versions, or similar industry Guidance)).

"Final Risk Assessment" shall mean:

The final Risk Assessment⁵ (incorporating final Event Particulars) to be submitted to the Licensing Authority and the Police at least 48 hours before an event (unless otherwise agreed).

"Wembley Management" shall mean:

those persons (including the Designated Premises Supervisor and his/her Nominated Deputy (and, on a Stadium Event Day, the Safety Officer) who hold roles at Wembley National Stadium/The FA whereby they are authorised to make management (and operational) decisions relevant to the operation of licensable activities at the Premises.

"Bar Supervisor" shall mean:

A person(s) who has responsibility for directly supervising the Bar Staff operating a Bar.

"Bar Staff" shall mean

Persons operating the Bars, involved in the sale or supply of beverages.

"Door Supervisor" shall mean

A person (licensed by the Security Industry Authority), employed to regulate entry to and egress

⁵ The Final Risk Assessment may form part of the Final Risk Assessments completed under the Licence Conditions and/or GSC (SSC) relating to Wembley Stadium i.e. it does not have to be a stand-alone assessment.

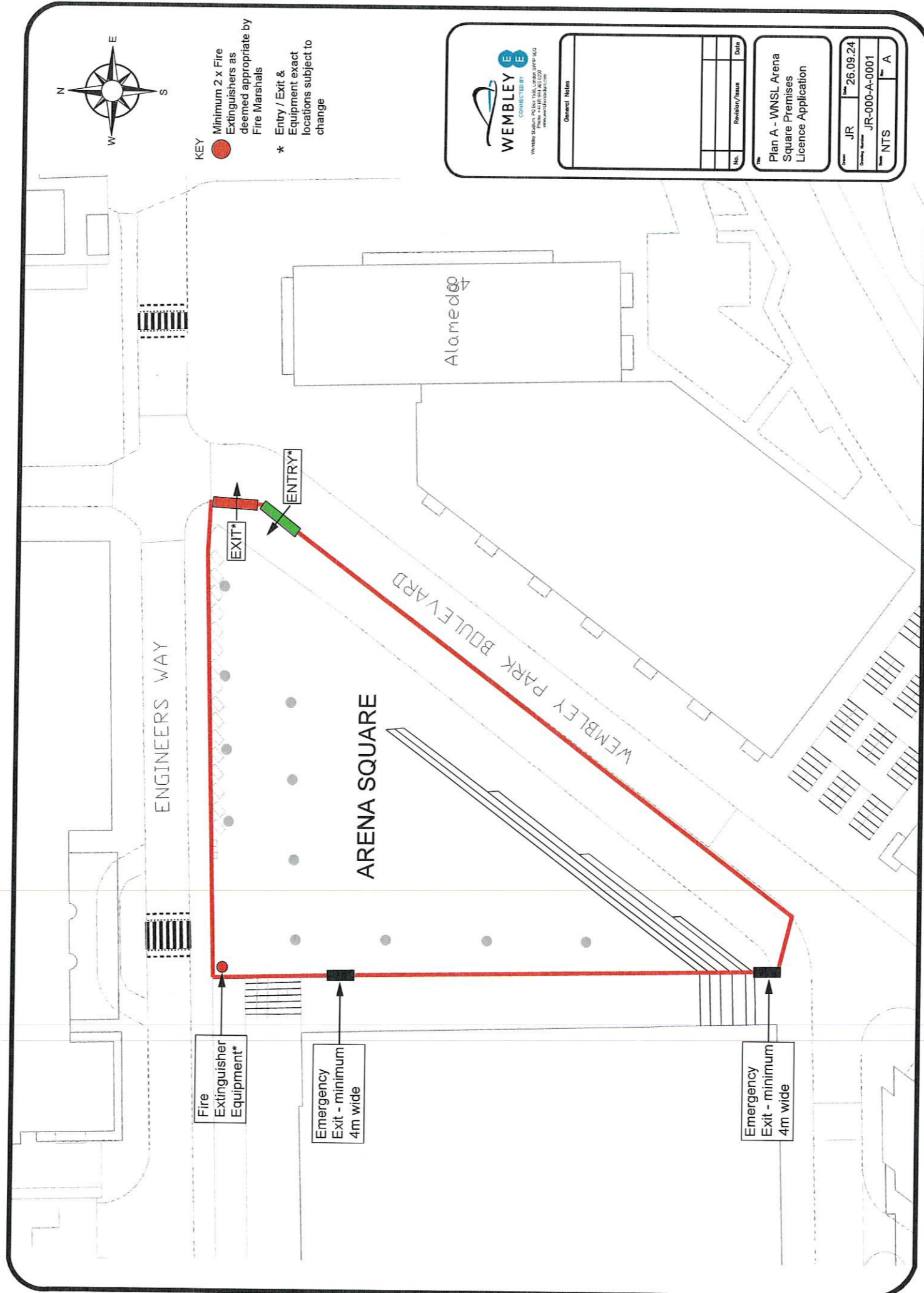
to/from the Premises.

“Stadium Event”⁶ shall mean any day on which an Event will be taking place in Wembley National Stadium, where the Event will fall within the operation of its General Safety Certificate ('GSC') or within a Special Safety Certificate (SSC) and at which the Stadium's 'Bowl' (or any part thereof) is in use.

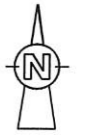
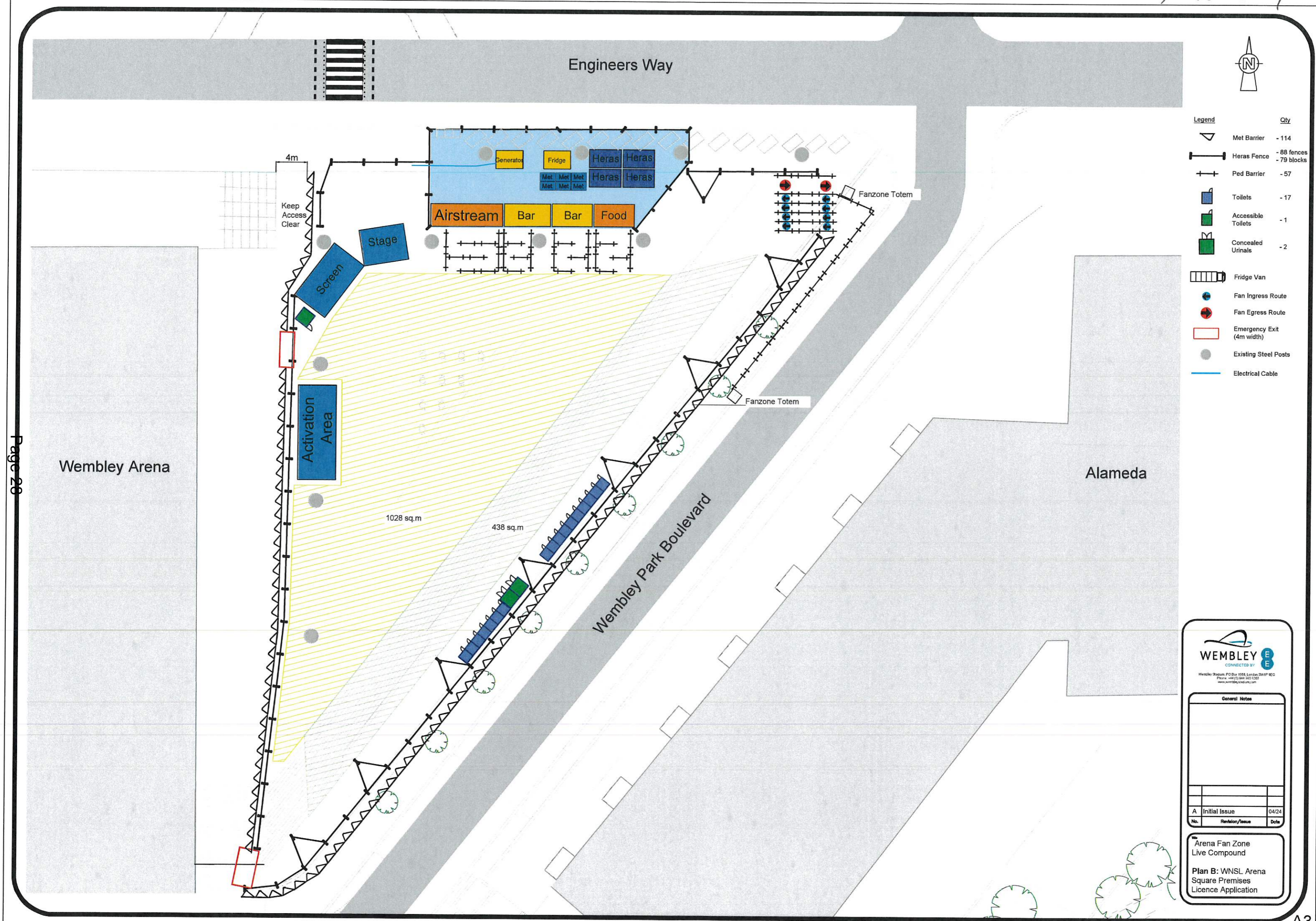
⁶ This ties in with the definition of an 'Event' set out in the Stadium's Premises Licence

PLAN A

ARENA SQUARE, WEMBLEY



Proposed licensed Area.



Legend	Qty
	- 114
	- 88 fences - 79 blocks
	- 57
	- 17
	- 1
	- 2
	- 1
	- 1
	- 1
	- 1
	- 1
	- 1

Page 20

Wembley Stadium, PO Box 1158, London, SW1P 8EG
Phone: +44 (0)20 898 5000
www.wembleystadium.com

General Notes

No.	Revision/Issue	Date
A	Initial Issue	04/24

WNSL
Arena Fan Zone Live Compound
Plan B: WNSL Arena Square Premises Licence Application

Sent: Tuesday, October 29, 2024 4:47 PM

To: Business Licence <business.licence@brent.gov.uk>

Subject: WEMBLEY NATIONAL STADIUM LIMITED - ARENA SQUARE WEMBLEY HA9 0AA
APPLICATION FOR PREMISES LICENCE - Application reference number 33025

Dear Sir

We are instructed by AEG Facilities (UK) Limited, the licence holders and operators of the OVO Wembley Arena (**the Arena**).

We would be grateful if you could please accept this email as a representation on our client's behalf to the above application by Wembley National Stadium Limited (**WNS**) for a new premises licence at Wembley Arena Square, Engineers Way, Wembley. The application premises are directly outside the front of the OVO Wembley Arena. This is a space that our clients have been using for the past 6+ years and is essential for the safe running of the Arena.

Our client wishes to make it clear at the outset that whilst they have no objection to licensable activities being provided in the space proposed, they have genuine concerns about how the operation of the proposed premises will promote the licensing objectives. There is currently a lack of detail and transparency which makes it difficult for our clients to comment further on the application at this time.

Their concerns, and in turn this representation, relate to the promotion of the licensing objectives in so far as they impact on:

- Prevention of Crime and Disorder
- Prevention of Public Nuisance
- Public Safety

Our client has engaged with WNS directly and through their solicitors, both prior to, and following, the submission of the application, in the hope that an agreement for the safe use of Arena Square could be reached, without the need to submit a representation. This has not been possible. To enable all parties to continue to work collaboratively, in the hope that an amicable solution can be reached, this representation is being submitted.

Details of our clients' concerns are more particularly outlined in the recent email sent by ourselves to the solicitors for WNS.

Whilst we, and our client, will continue to engage with WNS and their advisors, in the hope that a hearing can be avoided, we would be grateful if you could please acknowledge receipt of this email, and confirm that it has been accepted as a valid representation.

If a hearing does become necessary, then our client reserves the right to expand on the points made in this representation and the attached email.

We will of course keep you updated as to any progress made, and agreement reached, between the parties.

We look forward to hearing from you.

With best wishes

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From: Ewen Macgregor
Sent: Monday, October 21, 2024 12:03 PM
To: Sue Dowling
Cc: Matthew Phipps
Subject: WEMBLEY NATIONAL STADIUM LIMITED - ARENA SQUARE WEMBLEY HA9 0AA
APPLICATION FOR PREMISES LICENCE

Dear Sue

Matthew is currently on holiday and he has asked me to respond to you following your recent discussions with him in connection with the above application and the concerns that our client has raised.

The conditions anticipate the provision of a notice window of 14 days to the various responsible authorities to highlight that the application that the licence will be in operation for an event. Obviously we don't act for the responsible authorities but I'm bound to say that seems quite a tight timetable. We raise it because the same notification will be provided to the DPS at my client's premises, the OVO Arena, at the same time.

You will understand that activities at our client's premises are planned months, many months, in advance of the activities taking place and 14 days appears to me to be quite difficult if finesse and amendments to my client's operations are necessitated by Arena Square activities.

You mentioned that this application is for football only events and activities, will likely have been planned significantly in advance of the 14 day window proposed, by your clients. I don't think however its conditioned accordingly.

We would invite you to consider that a no less than 28 day timetable would be more appropriate. One might also reflect that a quarterly communication to identify forthcoming events, as likely anticipated rather than necessarily confirmed would assist the promotion of the licensing objectives all round.

At paragraph 2 of the conditions the notification is summarised as including the nature of the planned event, the anticipated activities and the anticipated capacities. And "any matters which WNSL management is aware and considers of note in terms of the wider Wembley Park operation which may affect (in their reasonable view) the promotion of the licensing objectives at the planned event." This, respectfully seems somewhat opaque. Please could you develop and highlight the sort of matters that you had in mind? Will this as an example include specific risk assessments about the supporters that have been chosen to occupy this space, any history of animosity between the opposing supporters, etc.

Whilst we note that the notification will invite the recipients to feedback, at paragraph 2.2 there doesn't appear any condition imposed upon the licence as to how that information will be received and/or acted upon? This appears to us to be necessary.

We also note that the specific event management plan will be provided to the responsible authorities no less than 5 days prior to the event. As above it seems a very tight timetable. However, what doesn't seem to be provided, at all, in paragraph 3 is these risk assessments being provided to my clients. Certainly, as articulated in your conditions, the police categorisation and any specific intelligence to the stadium event would appear appropriate to share.

Whilst we note that you are to give special consideration to any feedback received, (although helpful to understand what special consideration actually means) there doesn't appear any opportunity for my clients to provide any formal feedback commentary etc.

In terms of event specific conditions, set out in paragraph 4 we note that there is to be CCTV and incident logs and a secure lockable drugs box (4.2-4.5).

We however would have anticipated that conditions such as:

- One set of supporters only
- Door security
- Moveable furniture
- Age restrictions
- Queuing restrictions
- Congregation restrictions
- Dispersal and queuing policies

would likely have been articulated within this section.

Details of how queuing patrons will be managed have not yet been provided.

Additionally limited details are provided as to how the SIA security will provide crime and disorder cover at the venue. No risk assessment has been submitted with the application and it is unclear from the information submitted what assessment criteria are being considered.

Important that we additionally highlight that the queuing and management both ingress and egress of customers at the arena is obviously a significant feature of operations on Arena event days. Much of this activity is conducted immediately outside the premises and, albeit accept that absence sight of the plans, this may not be the concern it currently appears, the proximity of the activities being conducted in Arena Square immediately adjacent to the Arena itself and/or its customers is a point that merits further consideration and, perhaps appropriate conditions.

We also note that there is no reference within these conditions to counter terrorism, or similar concerns. These as you will likely be aware are a significant concern on event days such as these and are matters often raised by the Metropolitan Police.

Condition 4.6 highlights that there's to be a risk assessment undertaken. It's not our understanding that any draft risk assessment has been provided as part of this application nor indeed in the dialogue that's been undertaken thus far. A recent objection lodged by your clients to a not dissimilar licensing application, albeit of significantly smaller scale, referenced an expectation that there would be "a proactive approach to mitigating security risks, including a detailed stewarding plan, queue management and implementing suitable search procedures." The representation went on "in common with other local venues it would be appropriate to close the "uncovered area" on the plan on event days.

Whilst we are grateful for the articulation of that which the initial and subsequently the final risk assessment will address, as to configuration of the demise, the use and/or operation of hawkers, the hours of trading, the anticipated risk levels, the points of access and egress, the numbers of stewards and other security staff on duty, the methodology to monitor capacity, the search policy and procedure to be deployed, all of this will, as the conditions are currently configured, be unknown to my client, and will I presume, only be made available to RAs, within the context of these conditions "no less than 5 days prior to the event."

At condition 5 we note that regulated entertainment may not be operated by your clients but by third parties. Am I right to presume that the sale of alcohol, security search and capacity and other associated issues with large scale outdoor events such as these premises propose, will be conducted by your clients or will third parties be engaged in the delivery of these other activities?

At condition 6 reference is made to the responsible authorities being in receipt of the initial risk assessment. The timetable for the provision of that material appears opaque, are we right to presume a 5-day deadline is the only condition element here.

We also note that whilst you will use reasonable endeavours to reach agreement with the responsible authorities there's no actual provision for anything occurring in the event of disagreement?

Likewise at paragraph 7 whilst reasonable endeavours are proposed there's no process nor obligation to address any disagreements.

We note at paragraph 9 reference to a variety of good practice, albeit caveated that the recommendations will only be followed where it is reasonably practical and appropriate so to do. Presumably therefore there are circumstances in which your clients would not consider it necessary to follow these highlighted guidance reports and recommendations?

Insofar as condition 10.1 is concerned I'm bound to accept that I do not really understand that condition and would welcome an explanation.

10.2.2 articulates that these premises will operate in accordance with the stadium internal policies and procedures, helpful, please to better understand what those might be.

Whilst we entirely appreciate the logic set out in condition 11.1 and 11.2, insofar as details being provided to Wembley National Stadium, we would invite you to consider that it's perfectly legitimate for the same courtesy to be extended to our client's premises, being one of if not the nearest significant neighbour to the proposed application site.

Condition 11.3 references the licensing plans submitted with the application. Very helpful if you could please forward those across.

Condition 13, respectfully, does not appear to be a condition that is appropriate to attach to a premises licence. It appears to seek to exonerate breaches of a premises licence if another premises licence condition or indeed the wider safety certificate has been satisfied. No doubt this is a matter that will be raised by the responsible authorities and/or the licensing authority but hopefully helpful to have it highlighted here.

Condition 14 is noted but is of course covered by the legislation in any event.

In the definitions section we note that stadium event is defined as an event where activities are taking place in the Wembley National Stadium. It doesn't appear limited to sporting activities but I think in our discussions you mentioned that the activities proposed here would not apply on concert or similar activity days, as touched on above.

Any proposed development and licensable activities in close proximity to the OVO Arena should be thoroughly examined to ensure there are no adverse effects which could affect the Arena and its operations and full compliance with the four licensing objectives.

I appreciate that as you mentioned and I think your licensing notice says as much, this licence application is, at least in significant part, merely a device so as to avoid the administrative headache created by the temporary transfer of the premises licence to those wishing to undertake activities in the Arena Square as currently permitted. However as you will appreciate this is a new application and with all new applications there is an opportunity to consider the implications and to collectively ensure that the licensing arrangements are appropriate, suitable and of course reasonable, in all circumstances.

You mentioned that the Licence merely replicates that which has been ongoing for the last few years. And that operations for the last few years have been perfectly satisfactory. Whilst this is mostly the case, operations for all but the last year were when Quintain also owned the building and before they gave the stadium the right to use Arena Square on their event days. This is a clear change point.

John does agree, as per your comments to me about feedback at the earlier meeting, that your client's currently work well across and with the Arena, Stadium and Quintain, but I understand he also said that we need some clarity now on precisely when the Arena events could take precedence (if at all) on Stadium event days. We've never had Quintain (or the stadium) tell us we can't use Arena Square in our usual way for event ingress. This appears likely or at least possible, as a further change, especially important considering the changes in ownership of the Arena and Quintain's agreement with the stadium.

I understand John gave one example when the Stadium brought up a photo of a Championship play off final fanzone on Arena Square. John mentioned that that couldn't happen if he had a show ingress happening (or alternatively the show itself couldn't happen). Tom Legg from the stadium said in that

case they'd have to do the fanzone somewhere else, but at the moment there's nothing in writing that confirms that, this will likely need to be a condition.

The relationship between John, Tom at the stadium and Steve Daniels at Quintain is I'm told very good, but John's main point is that we need issues like this conditioned in writing, so that the Licensing Objectives are protected and promoted, bearing in mind the risks of conflict arising.

The overarching concern that we have around this application is that a lot is opaque, and or based on trust. The suggestion, wrong in fact, that John had been told about the submission of the application, illustrative of issues likely best being confirmed in writing. Conditions should, to our mind be clear, precise and concise and in regard to the interrelationship between the arena and the Arena Square activities, more seems able to be done here to deliver to those three considerations. Hopefully this fairly articulates our clients concerns and provides you with a sufficient understanding of those concerns to revert with some proposals.

We look forward to hearing from you.

With best wishes

Ewen Macgregor
Partner
For TLT LLP

London Borough of Brent

Premises Licence

Part A

This Premises Licence was granted by Brent Council, Licensing Authority for the area of the Borough of Brent under the Licensing Act 2003

Original grant date: 03 December 2014
Current issue date: 18 July 2024



Authorised signatory

Premises licence number: 223170983

Part 1 "Premises Details"

Postal address of premises, or if none, ordinance survey map reference or description

**Wembley Park (Includes Wembley Park Boulevard, Arena Square, Events Pad plus Lawns, The Samovar Space, Market Square)
Wembley, HA9 0RX**

Where the licence is time limited the dates

Licensable activities authorised by the licence

Section A: Plays
Section B: Films
Section C: Indoor sporting events

Section D: Boxing or wrestling entertainment
Section E: Live music
Section F: Recorded music
Section G: Performances of dance
Section H: Anything of a similar description to that falling within (E), (F) or (G)
Section I: Provision of late night refreshment: Both
Section J: Sale of alcohol: Both

The times the licence authorises the carrying out of licensable activities

Section A: Plays

Day	Start Time	End Time
Monday	09:00	00:01
Tuesday	09:00	00:01
Wednesday	09:00	00:01
Thursday	09:00	00:01
Friday	09:00	00:01
Saturday	09:00	00:01
Sunday	09:00	00:01

Section B: Films

Day	Start Time	End Time
Monday	09:00	00:01
Tuesday	09:00	00:01
Wednesday	09:00	00:01
Thursday	09:00	00:01
Friday	09:00	00:01
Saturday	09:00	00:01
Sunday	09:00	00:01

Section C: Indoor sporting events

Day	Start Time	End Time
Monday	09:00	00:01
Tuesday	09:00	00:01
Wednesday	09:00	00:01
Thursday	09:00	00:01
Friday	09:00	00:01
Saturday	09:00	00:01
Sunday	09:00	00:01

Section D: Boxing or wrestling entertainment

Day	Start Time	End Time
Monday	09:00	00:01
Tuesday	09:00	00:01
Wednesday	09:00	00:01
Thursday	09:00	00:01
Friday	09:00	00:01
Saturday	09:00	00:01
Sunday	09:00	00:01

Section E: Live music

Day	Start Time	End Time
Monday	09:00	00:01
Tuesday	09:00	00:01
Wednesday	09:00	00:01
Thursday	09:00	00:01
Friday	09:00	00:01
Saturday	09:00	00:01
Sunday	09:00	00:01

Section F: Recorded music

Day	Start Time	End Time
Monday	09:00	00:01
Tuesday	09:00	00:01
Wednesday	09:00	00:01
Thursday	09:00	00:01
Friday	09:00	00:01
Saturday	09:00	00:01
Sunday	09:00	00:01

Section G: Performances of dance

Day	Start Time	End Time
Monday	09:00	00:01
Tuesday	09:00	00:01
Wednesday	09:00	00:01
Thursday	09:00	00:01
Friday	09:00	00:01
Saturday	09:00	00:01
Sunday	09:00	00:01

Section H: Anything of a similar description to that falling within (E), (F) or (G)

Day	Start Time	End Time
Monday	09:00	00:01
Tuesday	09:00	00:01
Wednesday	09:00	00:01
Thursday	09:00	00:01
Friday	09:00	00:01
Saturday	09:00	00:01
Sunday	09:00	00:01

Section I: Provision of Late Night Refreshments:Both

Day	Start Time	End Time
Monday	23:00	05:00
Tuesday	23:00	05:00
Wednesday	23:00	05:00
Thursday	23:00	05:00
Friday	23:00	05:00
Saturday	23:00	05:00
Sunday	23:00	05:00

Section J: Sale or Supply of Alcohol: Both

Day	Start Time	End Time
Monday	09:00	00:01
Tuesday	09:00	00:01
Wednesday	09:00	00:01
Thursday	09:00	00:01
Friday	09:00	00:01
Saturday	09:00	00:01
Sunday	09:00	00:01

The opening hours of the premises

Day	Start Time	End Time
Monday	00:00	00:00
Tuesday	00:00	00:00
Wednesday	00:00	00:00
Thursday	00:00	00:00
Friday	00:00	00:00
Saturday	00:00	00:00
Sunday	00:00	00:00

Where the licence authorises supplies of alcohol whether these are on and/or off supplies

Both

Part 2

Name, (registered) address, telephone number and email (where relevant) of holder of the premises licence

Wembley Park Limited
5 Exhibition Way, Wembley, Brent, HA9 0FA

Registered number of holder, for example company number, charity number (where applicable)

Name, address and telephone number of designated premises supervisor where the premises licence authorises the supply of alcohol

Tim Vaughan

Personal licence number and issuing authority of personal licence held by designated premises supervisor where the premises licence authorises the supply of alcohol

Licence Number: EDVE2121
Issuing authority: East Devon District Council

Annex 1 – Mandatory conditions

No Irresponsible Drinks Promotions

(1) The responsible person must ensure that staff on relevant premises do not carry out, arrange or participate in any irresponsible promotions in relation to the premises.

(2) In this paragraph, an irresponsible promotion means any one or more of the following activities, or substantially similar activities, carried on for the purpose of encouraging the sale or supply of alcohol for consumption on the premises—

1. (a) games or other activities which require or encourage,

or are designed to require or encourage, individuals to— (i) drink a quantity of alcohol within a time limit (other than to drink alcohol sold or supplied on the premises before the cessation of the period in which the responsible person is authorised to sell or supply alcohol), or (ii) drink as much alcohol as possible (whether within a time limit or otherwise);

(b) provision of unlimited or unspecified quantities of alcohol free or for a fixed or discounted fee to the public or to a group defined by a particular characteristic in a manner which carries a significant risk of undermining a licensing objective;

(c) provision of free or discounted alcohol or any other thing as a prize to encourage or reward the purchase and consumption of alcohol over a period of 24 hours or less in a manner which carries a significant risk of undermining a licensing objective;

(d) selling or supplying alcohol in association with promotional posters or flyers on, or in the vicinity of, the premises which can reasonably be considered to condone, encourage or glamorise anti-social behaviour or to refer to the effects of drunkenness in any favourable manner;

(e) dispensing alcohol directly by one person into the mouth of another (other than where that other person is unable to drink without assistance by reason of disability).

Free Water

The responsible person must ensure that free potable water is provided on request to customers where it is reasonably available.

Age Verification Policy

(1) The premises licence holder or club premises certificate holder must ensure that an age verification policy is adopted in respect of the premises in relation to the sale or supply of alcohol.

(2) The designated premises supervisor in relation to the premises licence must ensure that the supply of alcohol at the premises is carried on in accordance with the age verification policy.

(3) The policy must require individuals who appear to the responsible person to be under 18 years of age (or such older age as may be specified in the policy) to produce on request, before being served alcohol, identification bearing their photograph, date of birth and either—

(a) a holographic mark, or

(b) an ultraviolet feature.

Small Measures to be Available

The responsible person must ensure that—

(a) where any of the following alcoholic drinks is sold or supplied for consumption on the premises (other than alcoholic drinks sold or supplied having been made up in advance ready for sale or supply in a securely closed container) it is available to customers in the following measuresâ€”

(i) beer or cider: ½ pint;

(ii) gin, rum, vodka or whisky: 25 ml or 35 ml; and

(iii) still wine in a glass: 125 ml;

(b) these measures are displayed in a menu, price list or other printed material which is available to customers on the premises; and

(c) where a customer does not in relation to a sale of alcohol specify the quantity of alcohol to be sold, the customer is made aware that these measures are available

Minimum Price of Alcohol

1. A relevant person shall ensure that no alcohol is sold or supplied for consumption on or off the premises for a price which is less than the permitted price.

2. For the purposes of the condition set out in paragraph 1â€”

(a)â€”dutyâ€” is to be construed in accordance with the Alcoholic Liquor Duties Act 1979;

(b)â€”permitted priceâ€” is the price found by applying the formulaâ€”

$$P = D + (D \times V)$$

whereâ€”

(i) P is the permitted price,

(ii) D is the amount of duty chargeable in relation to the alcohol as if the duty were charged on the date of the sale or supply of the alcohol, and

(iii) V is the rate of value added tax chargeable in relation to the alcohol as if the value added tax were charged on the date of the sale or supply of the alcohol;

(c)â€”relevant personâ€” means, in relation to premises in respect of which there is in force a premises licenceâ€”

(i) the holder of the premises licence,

(ii) the designated premises supervisor (if any) in respect of such a licence, or

(iii) the personal licence holder who makes or authorises a supply of alcohol under such a licence;

(d)â€”relevant personâ€” means, in relation to premises in respect of which there is in force a club premises certificate, any member or officer of the club present on the premises in a capacity which enables the member or officer to prevent the supply in question; and

(e)â€”value added taxâ€” means value added tax charged in accordance with the Value Added Tax Act 1994.

3. Where the permitted price given by Paragraph (b) of paragraph 2 would (apart from this paragraph) not be a whole number of pennies, the price given by that sub-paragraph shall be taken to be the price actually given by that sub-paragraph rounded up to the nearest penny.

4. (1) Sub-paragraph (2) applies where the permitted price given by Paragraph (b) of paragraph 2 on a day (â€”the first dayâ€”) would be different from the permitted price on the next day (â€”the second dayâ€”) as a result of a change to the rate of duty or value added tax.

(2) The permitted price which would apply on the first day applies to sales or supplies of alcohol which take place before the expiry of the period of 14 days beginning on the second day.

Requirement for a DPS

(1) No supply of alcohol may be made under the premises licence-

(a) at a time when there is no designated premises supervisor in respect of the premises licence, or

(b) at a time when the designated premises supervisor does not hold a personal licence or their personal licence is suspended.

(2) Every supply of alcohol under the premises licence must be made or authorised by a person who holds a personal licence.

Door Supervisors and Security Staff to be Licensed by the SIA (when required)

Where the licence includes a condition that at specified times one or more individuals must be at the premises to carry out a security activity, each individual must be licensed by the Security Industry Authority, with the following exceptions:

a) premises where the premises licence authorises plays or films

b) any occasion mentioned in paragraph 8(3)(b) or (c) of Schedule 2 to the Private Security Industry Act 2001 (premises being used exclusively by a club with a club premises certificate, under a temporary event notice authorising plays or films or under a gaming licence), or

c) any occasion within paragraph 8(3)(d) of Schedule 2 to the Private Security Industry Act 2001

Film Classification When required

(i) The admission of children to the exhibition of any film must be restricted in accordance with the recommendation of the designated film classification body unless section (ii) applies.

(ii) Where the licensing authority notifies the holder of the licence that this subsection applies the admission of children must be restricted in accordance with any recommendation made by the licensing authority.

In this section-

"children" means persons aged under 18; and

"film classification body" means the person or persons designated as the authority

under section 4 of the Video Recordings Act 1984 (c. 39) (authority to determine suitability of video works for classification).

Annex 2 " Conditions consistent with the operating schedule

1. Wembley Park Limited shall notify the Police, Public Safety Team, Environmental Health and the Licensing Authority of an event a minimum of 28 days prior to the event.

For football events, a suitable and sufficient risk assessment as well as an event management plan for any activities shall be submitted no fewer than 5 working days prior to the event. For large scale events (over 3000 attendees) the risk assessment and the event management plan shall be submitted no fewer than 10 working days prior to the event.

A risk assessment shall be prepared based on the Police category and intelligence for the games and the security requirements for each would be included. Depending on further intelligence nearer to the event.

For non-football and other event notifications shall be given at least 28 days prior to the event. A risk assessment and event management plan shall be submitted 14 days prior to the event.

2 There shall be special consideration to the type of events/activity that takes place simultaneously. Should there be a clash of events at Wembley Arena and Wembley Stadium certain conditions will apply i.e. event finish times will be assessed and a specific event plan shall be written per event along with specific risk assessments and control measures for each event.

3 Traffic management plans shall be written per event (where applicable) with way finding signage along with external lighting where required.

4 The Estate Protection Team shall be on site 24/7 with CCTV and trained SIA personnel to undertake regular vehicle and foot patrols and shall maintain radio contact with Estate Control and the Safer Neighbourhood Team.

5 Stewarding and crowd management shall be deployed and tailored for each event as per specific event plan. Event Organisers/Agencies shall employ event security to deal with matters relating to event/activity taking place.

6 Wembley Park Limited shall invite the Police, Licensing Authority, Public Safety Officer, Environmental Health Officer and a representative of the Fire Authority to a monthly meeting to discuss forthcoming events on the Estate and any issues relating to the licensing objectives. Relevant risk assessments and event plans shall be provided in advance of the events as per condition 1 above.

7 Where an event(s) are planned after midnight, Wembley Park Limited shall specify time after which entry or re-entry to the event shall not be permitted.

8 Special environmental monitoring consideration shall be given to events as required.

9 Site cleaning regime and waste management shall be in place for each event.

10 During the sale of alcohol under the premises licence, at least one licence holder shall be on duty in each area where the relevant alcohol sale is to be undertaken.

11 An alcohol management plan/summary shall be submitted to Brent Licensing Police for approval along with other event related paperwork.

12 Supply/sale of alcohol from the events pad and/or the lawns, licensable activity shall not be viewable from within the children's play area. There shall be a minimum of 2 metres sterile area between the perimeter of the children's play area and the start of any licensable area unless otherwise agreed by Brent Police Licensing.

13 A "Challenge 21" policy shall be adopted and adhered to during the supply of alcohol and adult entertainment.

14 Closed circuit television cameras and recorders of an agreed image standard shall be installed at locations on the premises and in accordance with advice from the Police.

15 CCTV shall be installed to Home Office Guidance standards and maintained in a goodworking condition and recordings shall be kept for 31 days and shall be made available to police and authorised Officers from Brent Council on request.

16 Notices shall be displayed within the area advising that CCTV is in operation.

Fanzones

17 Sale of alcohol on any football event day shall be undertaken under the following conditions:

- (a) The area for both sales and consumption shall be cordoned off.
- (b) Fans of only one team shall be within each area unless otherwise agreed by the Licensing Police
- (c) Fan zones shall not be located adjacent to one another and shall be sited to marry up with allocated side for ticket sales unless otherwise agreed by the Licensing Police.
- (d) Provision of CCTV and SIA security personnel
- (e) All drinks shall be decanted into plastic containers and any glass shall be secured away from customers
- (f) Drinks shall not be taken outside the cordoned off area.

18 Supply or sale of alcohol can not be made at a time when no designated premises supervisor has been specified in the licence or at a time when the designated premises supervisor does not hold a personal licence or his or her licence has been suspended.

19 Every supply of alcohol under the premises licence shall be made by or authorised by a person who holds a personal licence.

20 All persons present on the premises who are required to carry out a security activity shall be licensed by the Security Industry Authority.

21 Admission of children must be restricted according to film classification.

Public Safety

22 The maximum number of persons permitted in each relevant licensed area may only be determined once a scaled drawing of the proposed licensed area showing the number, locations and dimensions of available exits has been submitted to the Council's Public Safety Team in advance of the event. The drawing shall include the proposed area dimensions and any structures that are likely to be included. Any proposed licensed activities shall be subject to suitable plans being submitted and prior approval obtained from the Council's departments and other associated authorities for each specific event.

23 Unless otherwise approved, detailed plans, management/operation schedules and risk assessments shall be submitted to the Public Safety Team at least 28 days prior to each event. These plans shall include the following details:

- Detailed scaled plans of the proposed licensed areas showing all available entry and exit routes together with their dimensions and signage.
- Details of any uneven gradients, ramps or steps
- Details of any fences or balustrades (permanent and temporary)
- Plans showing the location and layout of proposed activities
- Full details of temporary structures including any stages, barriers, large vision screens, marquees or grandstands together with certificates for structures and fire certificates for any materials
- Copies of risk assessments for all mobile activities and any specific attractions and activities that will include audience participation
- A copy of the fire risk assessment. The fire risk assessment shall address all items of fire safety and be produced as a stand alone document.
- A copy of the medical plan detailing all arrangements
- A risk assessment specifically for the use of any proposed Grandstand
- Details of the designated disabled access routes to the car park and from the car park to the Stadium if the event is related to a Stadium Event.
- Details of any proposed electrical installations including cable runs, power supplies and generators
- If cable ramps are required within any public areas these ramps must comply with Building Regulations i.e. not steeper than 1 in 12 gradients.
- If the event is related to a Stadium event, written confirmation that the Operating Schedule/Management Plan in relation to the safe movement of people onto and off the Wembley Stadium premises is agreed with Wembley National Stadium Limited.
- Details of proposed toilet facilities for the public and staff.
- A traffic management plan shall be agreed with Brent Council.
- Details of any special risk to the public or staff.
- Details of any special effects, pyrotechnics or lasers
- Adequate fire extinguishers shall be provided to the satisfaction of the LFEPA.

24 A final updated copy of the Event Safety Plan shall be issued to Brent Council Public safety Team no fewer than 7 days prior to the event.

25 During the preparation of the operating schedule/event safety plan the licensee shall consider the provisions of and/or follow the guidance or recommendations in the following publications:

(a) The Event Safety Guide "A guide to health, safety and welfare at music and similar events (HSE1999) (The Purple Guide)" ISBN 0 7176 2453 6

(b) The London District Surveyors Association's Technical Standards for Places of Public Entertainment ISBN 09531229 2 1

(c) Temporary Demountable Structures Guidance on procurement, design and use. (third Edition) ISBN 978 0 901297 45 7

26 There shall be a meeting point designated for lost children in each area.

27 The socket outlets or other power supplies used for DJ equipment, band equipment and other portable equipment) that are accessible to performers, staff or the public shall be suitably protected by a residual current device (RCD having a rated residual operating current not exceeding 30 milliamps).

28 Petrol generators shall not be permitted onto any licensable areas.

29 If an event is on the Arena Square, unless otherwise approved, the fountain system controls shall be locked off while the licenced area is in use. Any uneven or slippery surfaces within the fountain area shall be made safe to walk on.

30 The Public Safety Team shall be advised of a suitable inspection time and date for the completed site installations prior to each event and for demonstration of any special effects and pyrotechnics.

~~31 When using Perimeter Way and Car Parks 7 & 9 for events, there shall be a minimum of 3.5 metres of emergency exit route retained within this area. Perimeter Way and Car Parks 7 & 9 shall not be used on any Football Event days at Wembley Stadium.~~

Noise Conditions

32 Wembley Park as the licensee shall ensure that the any noise conditions are implemented as a part of the contract with the event organiser/promoter, so there is effective control when the event is operating.

33 The Noise Council Code of Practice for Environmental Noise Monitoring at concerts must be used for target noise levels at any noise sensitive premises. Regulatory Services, Brent Council should be contacted to confirm which Music Noise Level Guidelines shall be used for each individual event.

34 After 23.00 no noise from entertainment shall be audible at any noise sensitive premises, with windows open in a manner for ventilation.

35 Curfew times shall be agreed between Wembley Park, the event organiser and the Responsible Authorities prior to the event taking place and these shall be strictly enforced.

36 For any events where the dominant noise source is amplified, Wembley Park Ltd shall either employ an Acoustic consultant directly or require the hirer of the premises/event organiser to employ a suitably qualified and competent Acoustic Consultant in advance of the event. As a minimum, the appointed Consultant must be qualified in the Certificate of Competence in Environmental Noise Measurement or equivalent.

37 The Appointed consultant shall provide a stand alone "live" Noise Action/Management Plan to the Council & Wembley Park Ltd at least 28 days before the event takes place. A final version of this plan must be submitted no later than 7 days prior to the event. This shall include the following: -

- Details of the event sound system, including speaker positions, directionality and proposed levels for the PA system. These levels shall be agreed by the Regulatory Services, Brent Council prior to the event.
- For any large scale event with amplified sound to be held on any part of the licenced premises, the Code of Practice for Environmental Noise Monitoring at Concerts is to be used for target levels at noise sensitive premise.
- The appointed Acoustic Consultant shall be present and monitor and advise as necessary during the event.
- Fixed monitoring locations are to be agreed with Regulatory Services, Brent Council before the event takes place.
- A summary of control procedures and detailed results is to be sent to Regulatory Services no more than 14 days

following each event, so that the Council are fully informed of the environmental monitoring and impact.

38 Any amplified sound including sound propagation testing which is to be undertaken outside of the licensable hours shall only be allowed with prior consent of Regulatory Services

39 Any event build & breakdown periods shall be restricted to the hours of 08.00 – 20.00, unless otherwise approved by Regulatory Services.

40 Any plant & machinery used on any of the licenced areas shall be correctly maintained and regularly serviced to ensure that it is operation efficiently and with minimal disturbance to nearby premises.

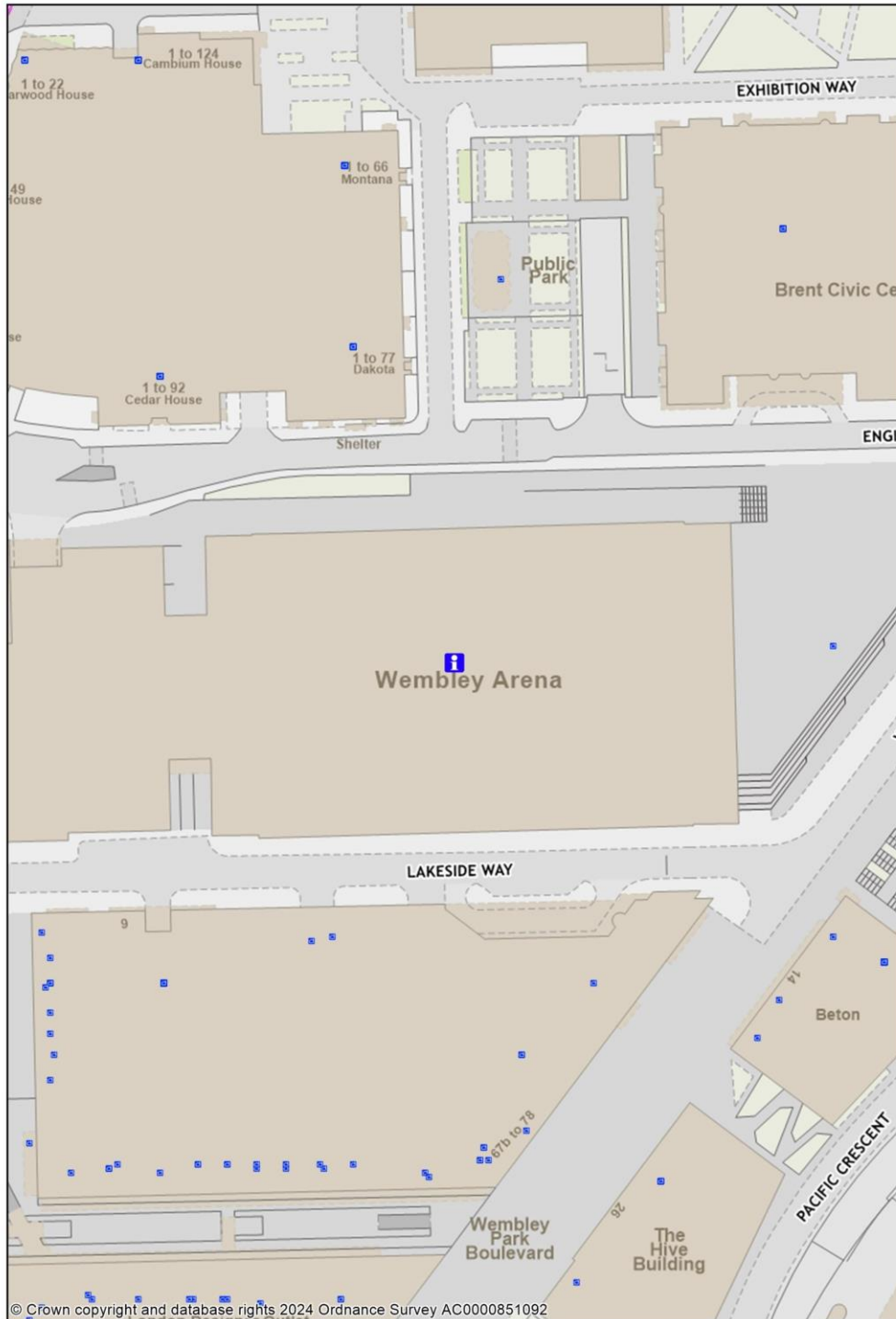
41 Artificial Lighting shall be positioned so as to not create any unnecessary light pollution at nearby premises.

Annex 3 – Conditions attached after a hearing by the licensing authority

Annex 4 – Plans

See attached

Basemap Map



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1:1250

0 0.02 0.04 kilometres



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