

East Village (the 'Village')
Wembley Stadium
Draft Premises Licence Conditions
(updated following Representation from Brent BCU, 5 September 2022)

Definitions:

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

1.1 **"The Premises"** shall mean:

the area of land delineated in red on the plan lodged with the Premises Licence application, (currently) known as 'The East Village' and in these conditions referred to as the 'Village'.

1.2 **"Bar"** shall mean:

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

1.3 **"Responsible Authority Contacts"** shall mean the officer(s) (if any) as identified by each Responsible Authority as being the primary contact at that Authority, concerning licensable activities at the Village.

1.4 **"Village Event "** shall mean:

any stand-alone event in the Village (on a non-Stadium Event Day), at which Regulated Entertainment is to be provided and

(a) The Regulated Entertainment will involve amplified music;

(b) The audience is attending (through a ticket or similar authorisation) for that Regulated Entertainment; and

(c) In the reasonable belief of WNSL Management (through the application of its planning and operational procedures), the audience is likely to exceed 1,000 at any one time;

"Event Particulars" shall mean:

The Event-specific planning and operational procedures (including Initial Risk assessment and/or Final Risk Assessment) relating to a forthcoming Village Event or Stadium Event Day¹.

1.5 **"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)

¹ The Event Particulars may form part and parcel of the Stadium's procedures (under the operation of its Premises Licence and/or its GSC/SSC) on a Stadium Event Day, rather than being a stand-alone/individual process.

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 Village Event or Stadium Event Day, or immediately on receipt of the Necessary Information, whichever date is the later.

- 1.6 **“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)).
- 1.7 **“Final Risk Assessment”** shall mean:
The final Risk Assessment² (incorporating final Event Particulars) to be submitted to the Licensing Authority and the Police at least 48 hours before an event (unless otherwise agreed).
- 1.8 **“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.
- 1.9 **“Bar Supervisor”** shall mean:
A person(s) who has responsibility for directly supervising the Bar Staff operating a Bar.
- 1.10 **“Bar Staff”** shall mean
Persons operating the Bars, involved in the sale or supply of beverages.
- 1.11 **“Door Supervisor”** shall mean
A person (licensed by the Security Industry Authority), employed to regulate entry to and egress to/from the Premises.
- 1.12 **“Stadium Event Day”³** 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.

² 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.

³ This ties in with the definition of an ‘Event’ set out in the Stadium’s Premises Licence

General Conditions applicable to all Licensable Activities in the Village

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

CCTV

2. The Village shall maintain a comprehensive digital colour CCTV system. All public areas of the Village, including all public entry and exit points and the immediate external concourse environment, 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.
3. A staff member who is conversant with the operation of the CCTV system shall be present in the Village (or within Wembley National Stadium) 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/Search/Seizure

4. An incident log (or logs) shall be kept at the Premises⁴ (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:
 - (a) Where they relate to a licensable activity:
 - (i) All crimes reported to the Premises;
 - (ii) All ejections of visitors;
 - (iii) Any incidents of disorder;
 - (b) Any seizures of drugs or offensive weapons;
 - (c) Any faults in the CCTV system or searching/scanning equipment; and
 - (d) Any refusal of the sale of alcohol during trading hours.
5. There must be at the Village (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

⁴ As the Village 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.

Police for appropriate disposal.

6. When the Village is being used on a non-Stadium Event Day, as a ticketed, stand-alone 'venue' for licensable activities with restricted entrance and a static audience, written search policy and procedures (that aim to prevent those visiting the Village and/or staff bringing illegal drugs, weapons or other illegal items into the Village at any time) shall be in place and shall be operated. A copy of the draft search policy shall be provided to Wembley Police for their comment in advance of the Village being used, for the first time, as such as a stand-alone 'venue'.

Event Planning and Alcohol Sales

7. Prior to any occasion when licensable activities will be conducted at the Village, an appropriate Risk Assessment will be carried out to identify any required measures to minimise any risks to the promotion of the Licensing Objectives.
8. The capacity for guests/spectators for the Village shall not exceed 4000 at any one time.
9. 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 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.
10. A log shall be kept at the Premises⁵ 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.
11. There shall be no sale of alcohol for consumption *off* the premises:
 - When the Village is in use on a Stadium Event Day and
 - On a non-Stadium Event Day, unless the alcohol is sold in a sealed container.
12. On closure of the Village, 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.
13. Prominent signage shall be displayed at all primary exits from the Village requesting that visitors respect those living and working in the locality.
14. Wembley Stadium Management shall make available a contact telephone number and/or website contact information for use in the event of complaints

⁵ See notes to footnote 4 above.

arising, relating to licensable activities being conducted at the Village.

Additional Conditions relating to Village Events and Stadium Event Days when the Village is in operation for licensable activities:

These conditions apply, in addition to the above conditions, at all Village (stand-alone) Events and on Stadium Event Days:

15. The Initial Assessment (and subsequently the Final Risk Assessment) shall expressly address and/or identify:
- (i) In relation to any Regulated Entertainment, the nature, location within the Village of any stage/screens/lighting rigging (and similar equipment), and timings of such Entertainment, and shall address the recommendations (in terms of noise management measures) set out in Vanguardia Ltd.'s Noise Management Plan dated 5 September 2022;
 - (ii) Without limiting condition 15(i), in the case of Regulated Entertainment in the form of amplified live and/or recorded music on any temporary staging or otherwise, a specific NMP shall be submitted to LBB Environmental Health/Noise Pollution team (unless otherwise agreed) at least 28 days before the planned Entertainment take places detailing:
 - a. The position and size of the proposed stage;
 - b. The music source and orientation of any PA;
 - c. The hours/duration of the proposed Regulated Entertainment;
 - d. The position of any rigging/lights and similar equipment; and
 - e. Any proposed measures to mitigate any undue noise disturbance for local residents demonstrating compliance with the agreed noise limits
 - (iii) 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;
 - (iv) 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 Village;
 - 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;
 - The Search policy and procedure to be employed.
16. Where Regulated Entertainment is to be provided by and/or any Bar within the Village 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.

17. Unless otherwise agreed with the Responsible Authority Contacts for the Police; Licensing Authority and Environmental Health:

- (i) The DPS (or his Nominated Deputy) will ensure that a copy of any Initial Assessment is sent to those Contacts 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
- (ii) At least one Personal Licence Holder shall be present throughout the Event;
- (iii) No drinks shall be served in glass containers at any time.
- (iii) 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.
- (iv) A Briefing Document (substantially in the form at Appendix 1)⁷ shall be prepared for use at the Event, encapsulating salient operational details and measures listed under condition 15, and general licensing law, for reference of operational staff and Responsible Authority officers.
- (v) 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

Additional Stadium Event Day Conditions:

18. Without limiting the above, where the Village will be used for licensable activities

⁶ To avoid duplication and confusion, compliance with condition 17(i) is not required where the planned Event falls within the Stadium Event Day operations and thus forms part of the procedures applicable under the Stadium's GSC (or SSC) or within the Stadium's Premises Licence conditions. See further condition 19 which is of general application.

⁷ See footnote above applies equally to the Briefing document referred to in condition 17(v)

on a Stadium Event Day, the following additional conditions will apply:

18.1 Event Planning and Risk Assessment

Through the Event Planning and Risk Assessment procedures applicable under the GSC or SSC, 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 Village for licensable activities and if to be used, any specific measures (to promote the four Licensing Objectives) to be implemented.

18.2 Event Operations

The Village shall:

- (i) Only be accessed by those who have a ticket to the Stadium Event;
- (ii) As it falls within the scope of the Stadium's GSC/SSC, 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);
- (iii) 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
- (iv) Not re-open following the conclusion of the Stadium Event.

19. No licensable activities on a Stadium Event Day shall take place at the Village unless the following specific conditions are met:

(i) 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 them to carry out an informed Risk Assessment, any other event planning measures consistent with the GSC/SSC, to determine whether or not the Village should be used on that Day for licensable activities, and

(ii) 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 Village, those stipulated conditions are adhered to as conditions of this Licence;

and

(iii) At football fixtures (when the Stadium is in use under its GSC) and the Premises is to be used as a fan zone, only in the licensed area (as shown on the licensing plan submitted with the application) as demarcated by a suitable boundary fence/barrier that is crowd-loaded and not less than 1.8 metres in height.

20. No licensable activities on a Stadium Event Day shall take place at the Village where the Stadium Event has been categorised (through the operation of the GSC) as an 'Event of National Significance'⁸ and the MPS has notified Wembley National Stadium's Safety Officer and the DPS/Wembley Management of the Village, that the Village shall not be used for licensable activities on that Stadium Event Day.
21. In the event of any conflict between the GSC or SSC relating to Wembley National Stadium (and encapsulating the Village) applicable to a Stadium Event, and the application of these conditions, compliance with the terms of the GSC/SSC will be paramount and such compliance will not amount to breach of this licence.
22. For the avoidance of any doubt, there will be no breach of the above conditions where the Premises Licence Holder; its DPS and/or Wembley Management have complied with the requirements of this licence through compliance with Wembley Stadium's Premises Licence Conditions (and its GSC/SSC) and that compliance related to the Stadium's operations (inclusive of the Village) on a Stadium Event Day.

Ramp Up Conditions:

23. On the following Stadium Event Days, the maximum capacity in the Village (at any one time) as stipulated in Condition 8 shall be limited as provided below, by way of a 'Ramp up – limited capacity' fan zone events:

(i)	England v Germany UEFA Nations League	26 Sep 2022	Max 2000
(ii)	England v USA International Friendly	7 Oct 2022	Max 2500
(iii)	NFL Game Broncos v Jaguars	30 Oct 2022	Max 3000

24. Following each of the Ramp up fan zone events listed in Condition 23, Wembley Management (including its Safety Officer) will, as part of its Stadium De-Brief procedures or otherwise specifically consider any operational issues relating to capacity (e.g. crowd flow; crowd management; stewarding and staffing levels etc) affecting the promotion of the Licensing Objectives in the Village, in advance of the next Event. Further, Wembley Management will invite Brent Borough Licensing Team to provide feedback (relevant to the these Ramp up events relating to matters pertinent to the Licensing Objectives) and will give careful consideration to that feedback in relation to any revised operational procedures to be adopted at the next Ramp up event.

25. In relation to future Stadium Event Day usage of the Village (after 30 October 2022), Wembley Management will identify the appropriate capacity (subject to the maximum specified in condition 8) for the use of the Village for licensable activities on a Stadium Event

⁸ 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).

Day, as determined through the Stadium's GSC/SSC procedures and the aforesaid Premises Licence Conditions.